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Shelby Cnty Judge of Probate, AL
09/12/2006 08:46:00AM FILED/CERT

PREPARED BY: P. Schuchert
RETURN TO: CREDU, VA9505
Wachovia Bank, National Association
816 Greenbrier Circle, Suite G, VA 9505
Chesapeake, VA 23320

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE is made SEPTEMBER 7, 2006, by THE NARROWS II, INC, whose address is 421 Office Park Drive, Birmingham, Alabama 35223, the Mortgagor under the Mortgage described below ("Mortgagor"), and delivered to WACHOVIA BANK, National Association, a national banking association, as successor by merger to SOUTHTRUST BANK, an Alabama Banking corporation, as Mortgagee (referred to herein as "Bank"), whose address is Birmingham, Alabama.

RECITALS

Bank is owner and holder of a certain Mortgage (the "Mortgage") dated February 24, 2004, recorded as Instrument No. 20040311000125760, of the public land records of the County of SHELBY, State of Alabama together with all extensions and modifications thereof whenever made.

Mortgagor has agreed to mortgage the property described in EXHIBIT A attached hereto and made part hereof (the "Property") to Bank as additional security for all obligations (the "Obligations") described in the Mortgage.

WITNESSETH:

In consideration of the foregoing premises Mortgagor and Bank hereby modify the Mortgage and any prior modifications thereof as follows:

Additional Property Encumbered by the Mortgage. "Loan Documents" and "Default" have the definitions set forth in the Mortgage.

Grantor conveys to Lender 7 Lots in Narrows Point subdivision, Shelby County, Alabama as further described on the "Exhibit A" attached hereto and made part hereof (the "Property") to Bank as additional security for all obligations (the "Obligations") described in the Mortgage.

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THORNTON CONSTRUCTION CO – 21-8920665732

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NOW THEREFORE, and in consideration of these premises and for other consideration, Mortgagor does mortgage, grant, bargain, sell and convey, with power of sale unto Bank, its successors and assigns, all of Mortgagor's right, title and interest now owned or hereafter acquired in and to Property, including all estates, rights, tenements, hereditaments, privileges easements, and appurtenances of any kind benefiting the Property, all means of access to and from the Property, whether public or private and all water and mineral rights.

The Property is subject to the terms of the Mortgage as fully as if the Property had been included in the description of the property subject to the Mortgage at the time execution of the Mortgage.

TO HAVE AND TO HOLD the Property and all the estate, right, title and interest, in law and in equity, of Mortgagor's in and to the Property unto Bank, its successors and assigns, forever.

Mortgagor WARRANTS AND REPRESENTS that Mortgagor is lawfully seized of the Property, that Mortgagor has the legal right to convey and encumber the same, and that the Property is free and clear of all liens and encumbrances. Mortgagor further warrants and will forever defend all and singular the Property and title thereto to Bank and Bank's successors and assigns, against the lawful claims of all persons whomsoever.

PROVIDED ALWAYS that if (i) all the Obligations (including without imitation, all termination payments and any other amounts due under or in connection with any swap agreements (as defined in 11 U.S.C. § 101) secured hereunder) are paid in full, (ii) each and every representation, warranty, agreement, covenant and condition of this Mortgage, and the other Loan Documents, are complied with and abided by, and (iii) any and all swap agreements (as defined in 11 U.S.C. § 101) secured hereunder have matured or been terminated, then this Mortgage and the estate hereby created shall cease and be null, void, and canceled of record.

Mortgage Confirmed. Mortgagor acknowledge(s) and agree(s) that the Mortgage and any prior modifications thereof, except as expressly modified by this Modification Agreement shall remain in full force and effect as originally executed and the terms of this Modification Agreement shall be part of the Mortgage.

Document Taxes and Other Charges. Mortgagor shall pay the full amount of any documentary stamp tax, intangible tax, interest, filing fees and penalties, if any, charged incident to the loan transaction and modification(s) described in or created by this Modification and the filing of this Agreement. If Mortgagor fails to pay the obligations under this paragraph, Bank may pay such obligations. Any amounts so paid by Bank shall bear interest at the default rate stated in the Note and shall be secured by the Mortgage.

IN WITNESS WHEREOF, Mortgagor and Bank have signed and sealed this instrument as of the day and year first above written.

Mortgagor
THE NARROWS II, INC.

CORPORATE
SEAL

By: [Signature]
Name: STEVEN R. CHESTER, Title: VICE-PRESIDENT

Signed, sealed and delivered in presence of:

[Signature: Charles D. Stewart, Jr.]
Witness

4898 Valleydale Rd Ste. 1-2
Address B'ham, AL 35242

Witness

Address

State of Alabama
County of SHELBY

Corporate Acknowledgment

I certify that before me appeared this day STEVEN R. CHESTER (Name), a person known to me, who after being sworn said he/she is VICE-PRESIDENT (Title) of THE NARROWS II, INC., a Alabama corporation, and is duly authorized to act on behalf of said Corporation, that the seal affixed to the foregoing instrument is the seal of said Corporation and that said instrument was signed and sealed by him/her on behalf of said Corporation, and being informed of the contents thereof, acknowledged execution of the foregoing instrument on behalf of said Corporation.

Witness my hand and official seal, this 7TH day of SEPTEMBER, 2006.

Notary Seal

[Signature], Notary Public
Charles D. Stewart Jr.
(Printed Name of Notary)

My Commission Expires: 4-13-08

State of Alabama
County of SHELBY



EXHIBIT A

LOT 79, ACCORDING TO THE FINAL PLAT OF NARROWS POINT - PHASE 5, AS RECORDED IN MAP BOOK 35, AT PAGE 90 A & B, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

TOGETHER WITH THE NONEXCLUSIVE EASEMENT TO USE THE COMMON AREAS AS MOORE PARTICULARLY DESCRIBED IN THE NARROWS RESIDENTIAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED AS INSTRUMENT NO. 2000-09755, AS AMENDED BY INSTRUMENTS RECORDED AS INSTRUMENT NO. 2000-17136, INSTRUMENT NO. 2000-36696, INSTRUMENT NO. 2001-38328, INSTRUMENT NO. 20020905000424180, INSTRUMENT NO. 20050831000450840, ALL RECORDED IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA (WHICH, TOGETHER WITH ALL AMENDMENTS THERETO, IS HEREINAFTER COLLECTIVELY REFERRED TO AS THE "DECLARATION").

LOT 1, ACCORDING TO THE FINAL PLAT OF NARROWS POINT - PHASE 5, AS RECORDED IN MAP BOOK 35, AT PAGE 90 A & B, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

TOGETHER WITH THE NONEXCLUSIVE EASEMENT TO USE THE COMMON AREAS AS MOORE PARTICULARLY DESCRIBED IN THE NARROWS RESIDENTIAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED AS INSTRUMENT NO. 2000-09755, AS AMENDED BY INSTRUMENTS RECORDED AS INSTRUMENT NO. 2000-17136, INSTRUMENT NO. 2000-36696, INSTRUMENT NO. 2001-38328, INSTRUMENT NO. 20020905000424180, INSTRUMENT NO. 20050831000450840, ALL RECORDED IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA (WHICH, TOGETHER WITH ALL AMENDMENTS THERETO, IS HEREINAFTER COLLECTIVELY REFERRED TO AS THE "DECLARATION").

LOT 67, ACCORDING TO THE FINAL PLAT OF NARROWS POINT - PHASE 5, AS RECORDED IN MAP BOOK 35, AT PAGE 90 A & B, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

TOGETHER WITH THE NONEXCLUSIVE EASEMENT TO USE THE COMMON AREAS AS MOORE PARTICULARLY DESCRIBED IN THE NARROWS RESIDENTIAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED AS INSTRUMENT NO. 2000-09755, AS AMENDED BY INSTRUMENTS RECORDED AS INSTRUMENT NO. 2000-17136, INSTRUMENT NO. 2000-36696, INSTRUMENT NO. 2001-38328, INSTRUMENT NO. 20020905000424180, INSTRUMENT NO. 20050831000450840, ALL RECORDED IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA (WHICH, TOGETHER WITH ALL AMENDMENTS THERETO, IS HEREINAFTER COLLECTIVELY REFERRED TO AS THE "DECLARATION").

LOT 71, ACCORDING TO THE FINAL PLAT OF NARROWS POINT - PHASE 5, AS RECORDED IN MAP BOOK 35, AT PAGE 90 A & B, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

TOGETHER WITH THE NONEXCLUSIVE EASEMENT TO USE THE COMMON AREAS AS MOORE PARTICULARLY DESCRIBED IN THE NARROWS RESIDENTIAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED AS INSTRUMENT NO. 2000-09755, AS AMENDED BY INSTRUMENTS RECORDED AS INSTRUMENT NO. 2000-17136, INSTRUMENT NO. 2000-36696, INSTRUMENT NO. 2001-38328, INSTRUMENT NO. 20020905000424180, INSTRUMENT NO. 20050831000450840, ALL RECORDED IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA (WHICH, TOGETHER WITH ALL AMENDMENTS THERETO, IS HEREINAFTER COLLECTIVELY REFERRED TO AS THE "DECLARATION").

LOT 82, ACCORDING TO THE FINAL PLAT OF NARROWS POINT - PHASE 5, AS RECORDED IN MAP BOOK 35, AT PAGE 90 A & B, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

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LOT 11, ACCORDING TO THE FINAL PLAT OF NARROWS POINT - PHASE 5, AS RECORDED IN MAP BOOK 35, AT PAGE 90 A & B, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

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LOT 47, ACCORDING TO THE FINAL PLAT OF NARROWS POINT - PHASE 5, AS RECORDED IN MAP BOOK 35, AT PAGE 90 A & B, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

TOGETHER WITH THE NONEXCLUSIVE EASEMENT TO USE THE COMMON AREAS AS MOORE PARTICULARLY DESCRIBED IN THE NARROWS RESIDENTIAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED AS INSTRUMENT NO. 2000-09755, AS AMENDED BY INSTRUMENTS RECORDED AS INSTRUMENT NO. 2000-17136, INSTRUMENT NO. 2000-36696, INSTRUMENT NO. 2001-38328, INSTRUMENT NO. 20020905000424180, INSTRUMENT NO. 20050831000450840, ALL RECORDED IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA (WHICH, TOGETHER WITH ALL AMENDMENTS THERETO, IS HEREINAFTER COLLECTIVELY REFERRED TO AS THE "DECLARATION").