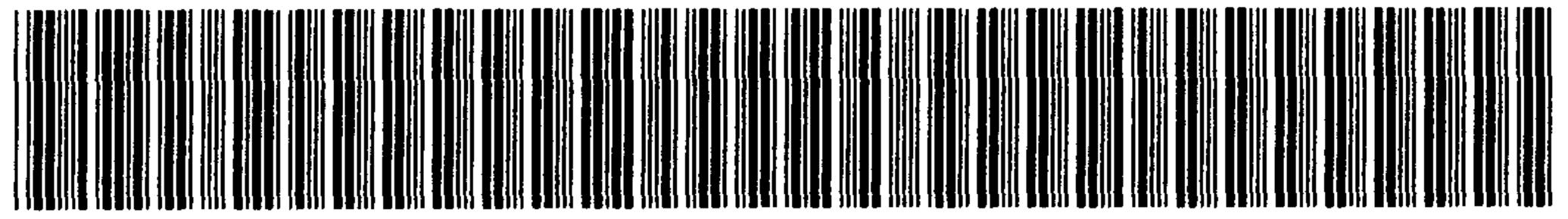
WHEN RECORDED MAIL TO:

Regions Loan Servicing Release P O Box 4897 Montgomery, AL 36103

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



MODIFICATION OF MORTGAGE



DOC48000000311833700090000000

THIS MODIFICATION OF MORTGAGE dated February 5, 2007, is made and executed between DAVID ACTON BUILDING CORP.; A Corporation (referred to below as "Grantor") and REGIONS BANK, whose address is 105 VULCAN BUILDING, 4TH FLOOR, BIRMINGHAM, AL 35209 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated August 30, 2006 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded on 09/08/2006 in 20060908000443490 in Shelby County, AL.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in Shelby County, State of Alabama:

See SEE EXHIBIT "A", which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 1005 Dexter Circle, Birmingham, AL 35242.

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

Modification of mortgage to increase loan amount to \$389,600.00. New funds of \$25,925.00.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED FEBRUARY 5, 2007.

THIS MODIFICATION IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MODIFICATION IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

(Seal)

GRANTOR:

DAVID ACTON BUILDING CORP.

WILLIAM DAVID ACTON, PACTON BUILDING CORP.

LENDER:

REGIONS BANK

Authorized Signer (Sea

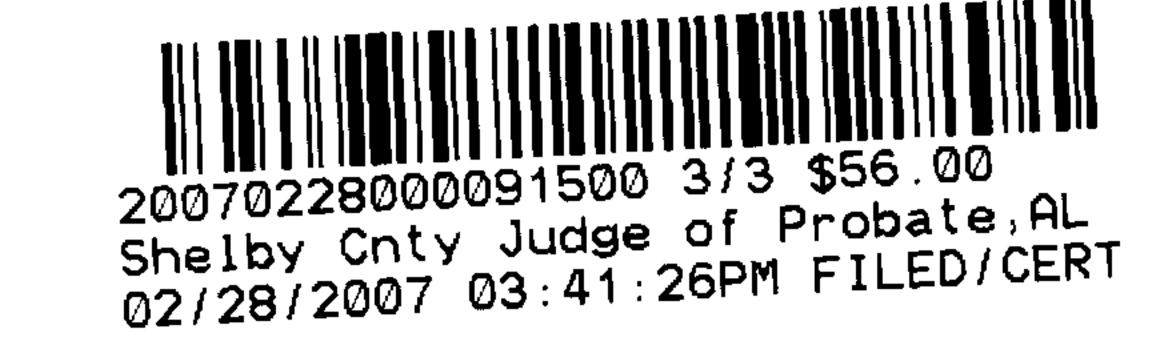
This Modification of Mortgage prepared by:

Name: Charmeretta Johnson Address: 105 VULCAN BUILDING City, State, ZIP: BIRMINGHAM, AL 35209

MODIFICATION OF MORTGAGE (Continued)

		· · · · · · · · · · · · · · · · · · ·
CORPORATE ACKNOWLEDGMENT		
STATE OF Mallama		20070228000091500 3/3 050 05
COUNTY OF Shelley) SS)	Shelby Cnty Judge of Probate, AL 02/28/2007 03:41:26PM FILED/CERT
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that WILLIAM DAVID ACTON, President of DAVID ACTON BUILDING CORP., a corporation, is signed to the foregoing Modification and who is known to me, acknowledged before me on this day that, being informed of the contents of said Modification of Mortgage, he or she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.		
Given under my hand and official seal this	day of Silvi	wary, 20 // //
My commission expires 11-17-09	NOTAR	F ALABAMA
LENDER ACKNOWLEDGMENT		
$\bigcap \mathcal{A} = \mathcal{A}$		
STATE OF MANGEMENT		
STATE OF MANA)) SS	
STATE OF MANUAL COUNTY OF MUNICIPALITY)) SS)	
COUNTY OF	county in said state, hereby cer	rtify that Hallifibration and who is known to me
COUNTY OF	county in said state, hereby cer corporation, is signed to the f the contents of said Modifica	e foregoing whoch who is known to me,
I, the undersigned authority, a Notary Public in and for said contact and acknowledged before me on this day that, being informed of	county in said state, hereby cer corporation, is signed to the f the contents of said Modifica	e foregoing iviounication and who is known to me,
I, the undersigned authority, a Notary Public in and for said can acknowledged before me on this day that, being informed of full authority, executed the same voluntarily for and as the act	county in said state, hereby cercorporation, is signed to the fine contents of said Modificated to the contents of said CHAR	Notary Public MERETTA M. JOHNSON NOTARY PUBLIC FATE OF ALABAMA AM. EXP. 11-17-2009

LASER PRO Lending, Ver. 5.34.00.003 Copr. Harland Financial Solutions, Inc. 1997, 2007 All Bights Reserved Ab All OFW 2007



EXIHIBITA

Lot 22, according to the Amended Map of The Village at Highland Lakes, Sector One, an Eddleman Community, as recorded in Map Book 37, Page 17 A-E, in the Office of the Judge of Probate of Shelby County, Alabama.

Together with nonexclusive easement to use the private roadways, Common Areas all as more particularly described in the Declaration of Easements and Master Protective Covenants for The Village at Highland Lakes, a Residential Subdivision, recorded as Instrument No. 20060421000186650 in the Probate Office of Shelby County, Alabama, and the Declaration of Covenants, Conditions and Restrictions for The Village at Highland Lakes, a Residential Subdivision, Sector One, recorded as Instrument No. 20060421000186670, in the Probate Office of Shelby County, Alabama (which, together with all amendments thereto, is hereinafter collectively referred to as, the "Declaration").

Countersigned
Novus Title, LLC

Page 1

ALTA Commitment - Schedule A