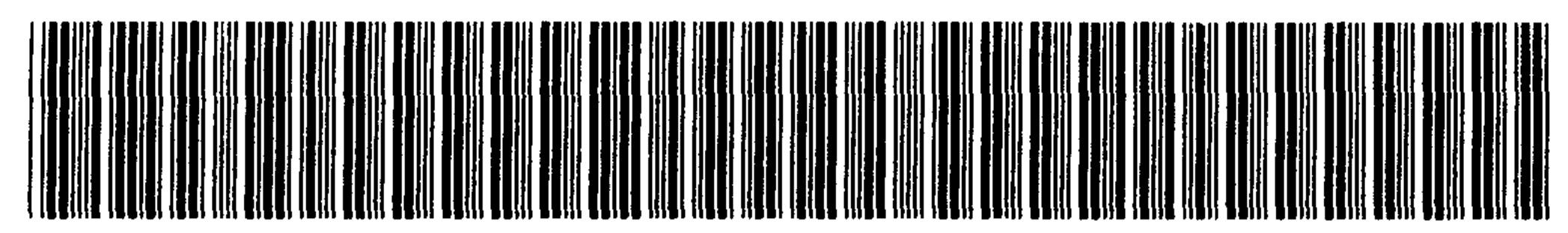
WHEN RECORDED MAIL TO:
Regions Loan Servicing Release

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

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



MODIFICATION OF MORTGAGE



DOC48000000311833700092000000

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 November 17, 2006 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded 11/27/2006 in 2006112700574680, Shelby County, Alabama.

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

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 1020 Idlewild Circle, BIRMINGHAM, AL 352424726.

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

Modification of Mortgage to increase loan amount to \$468,000.00. New funds of \$34,500.00.

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

By: WILLIAM DAVID ACTOR

ACTON 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

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MODIFICATION OF MORTGAGE (Continued)

CORPORATE ACKNOWLEDG	
Malina	20070228000091510 2/3 \$68.75
STATE OF VINCENCE	Shelby Cnty Judge of Probate,AL 02/28/2007 03:44:10PM FILED/CERT
COUNTY OF Shelly	
I, the undersigned authority, a Notary Public in and for said county in said state, here DAVID ACTON BUILDING CORP., a corporation, is signed to the foregoing Modification this day that, being informed of the contents of said Modification of Mortgage, he or sh same voluntarily for and as the act of said corporation. Given under my hand and official seal this	and who is known to me, acknowledged before me on
My commission expires 1-1-09 COMM	TARY PUBLIC Notary Public DE OF ALABAMA EXP. 11-17-2009
LENDER ACKNOWLEDGM	ENT
$\bigcap_{\mathbf{a}} I$	
STATE OF MANA	
STATE OF MANA) COUNTY OF MANA)	
COUNTY OF Shelly	ertify that Hall
COUNTY OF	ne foregoing Modification and who is known to me,
COUNTY OF I, the undersigned authority, a Notary Public in and for said county in said state, hereby can be a corporation, is signed to the acknowledged before me on this day that, being informed of the contents of said Modificence.	ne foregoing Modification and who is known to me,
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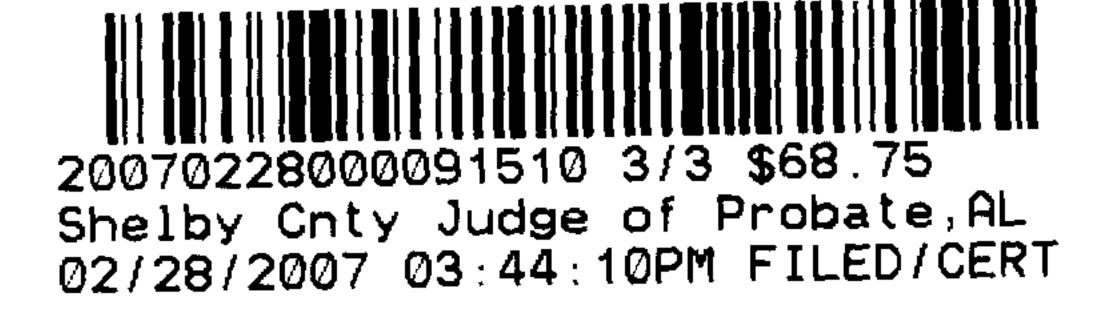


EXHIBIT A

Lot 92, according to the 1st Amendment to the Amended Map of The Village at Highland Lakes, Sector One, an Eddleman Community, as recorded in Map Book 37, Page 73 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

ALTA Commitment - Schedule A

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