200702280000091530 1/2 \$57.80 Shelby Cnty Judge of Probate, AL 02/28/2007 03:49:09PM FILED/CERT

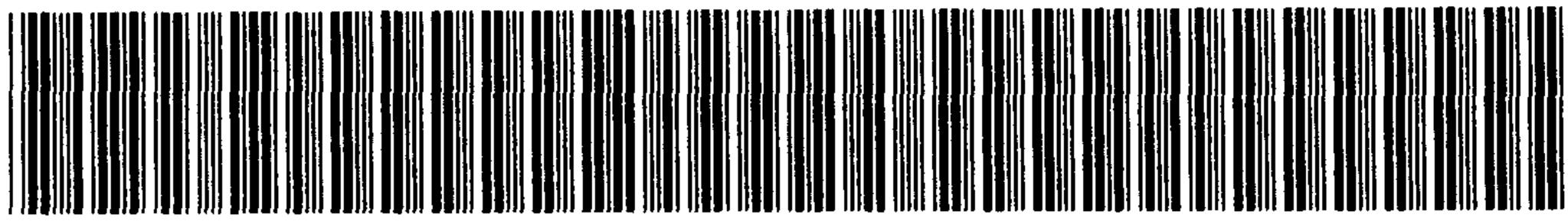
WHEN RECORDED MAIL TO:

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

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



MODIFICATION OF MORTGAGE



D0C48000000311833700089000000

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 July 26, 2006 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded 07/26/2006 in 20060801000369940, Shelby County, Alabama.

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

Lot 6, according to the Map and Survey of The Village at Highland Lakes, Sector One an Eddleman Community, as recorded in Map Book 36, Page 95 A, B, C, D and E, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

The Real Property or its address is commonly known as 2013 Highland Village Bend, Birmingham, AL 352424726.

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

Modification of mortgage to increase loan amount to \$392,800.00. New funds of \$29,125.00.

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.

GRANTOR:

DAVIDACTON BUILDING GORP.

WILLIAM DAVID ACTON President of DAVID 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

MODIFICATION OF MORTGAGE (Continued)

Page 2

CORPORATE ACKNOWLEDGMENT 20070228000091530 2/2 \$57.80 Shelby Cnty Judge of Probate,AL 02/28/2007 03:49:09PM FILED/CERT STATE OF SS (**COUNTY OF** 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 Hotary Public NOTARY PUBLIC STATE OF ALABAMA My commission expires ____ COMM. EXP. 11-17-2009 LENDER ACKNOWLEDGMENT) SS **COUNTY OF** I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that 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 street act of said corporation. day of Given under my hand and official seal this **Notary Public** My commission expires NOTARY PUBLIC STATE OF ALABAMA

LASER PRO Lending, Ver. 5.34,00.003 Copr. Harland Financial Solutions, Inc. 1997, 2007. All Rights Reserved. - AL R:\CFI\LPL\G201.FC TR-410381 PR-BR01