



20070406000157620 1/3 \$715.55
Shelby Cnty Judge of Probate, AL
04/06/2007 10:02:22AM FILED/CERT

RETURN TO: Robert T.Morgan, Esq.

Re: Mortgage at Instrument Number
2001-37754, Shelby County, Alabama
records

750 Hammond Drive
Building 12, Suite 100
Atlanta, Georgia 30328
Our File No. 4696-12-414 (2006 Renewal-Helena)

MODIFICATION OF MORTGAGE AND SECURITY AGREEMENT

THIS MODIFICATION OF MORTGAGE AND SECURITY AGREEMENT is made **November 30, 2006**, by **HELENA PROPERTIES, LLC**, whose address is **c/o Harcon, Inc., 1121 Alderman Drive, Suite 101, Alpharetta, Georgia 30005**, the Grantor under the Mortgage and Security Agreement described below ("Grantor"), and delivered to **WACHOVIA BANK, NATIONAL ASSOCIATION, successor by merger to SouthTrust Bank**, a national banking association, as Grantee (referred to herein as "Bank"), whose address is **700 Hampton Green, 2nd Floor, Duluth, Georgia 30096**.

RECITALS

Bank is owner and holder of a certain **Mortgage and Security Agreement** (the "Mortgage and Security Agreement") dated **August 30, 2001**, recorded at **Instrument Number 2001-37754**, of the public land records of the **County of Shelby, State of Alabama**, together with all extensions and modifications thereof whenever made.

Bank is owner and holder of a certain Installment Note (the "Note") in the original amount of **\$739,000.00**, dated **August 30, 2001**, made by Grantor, payment of which is secured by the Mortgage and Security Agreement.

Bank and Grantor have agreed to renew the Note as of the date hereof and accordingly have agreed to modify the Mortgage and Security Agreement to secure such renewed note.



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WITNESSETH:

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

Renewed Note. Grantor has renewed the Note as of **November 30, 2006** in the current principal amount of **\$465,649.87**, with a new maturity date of **November 30, 2011** (the "Renewed Note").

Renewed Note Secured. Grantor acknowledge(s) and agree(s) (i) that the payment and performance of the Obligations (as the term "Obligations" is defined in the Renewed Note) is secured by the Mortgage and Security Agreement, (ii) that there are no defenses or impediments to enforcement of the lien of the Mortgage and Security Agreement, and (iii) that the Renewed Note evidences a renewal of the indebtedness set forth in the Note and is not a novation of the Note.

References to Maturities Deleted. All references to maturity dates, if any, in the Mortgage and Security Agreement and any modifications thereto are deleted, and are independently set forth in the instruments defining the Obligations secured by the Mortgage and Security Agreement, as amended, renewed and extended from time to time. This agreement is an extension of the Mortgage and Security Agreement.

Mortgage and Security Agreement Confirmed. Grantor acknowledge(s) and agree(s) that the Mortgage and Security Agreement 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 and Security Agreement.

Document Taxes and Other Charges. Grantor 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 Grantor 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 Renewed Note and shall be secured by the Mortgage and Security Agreement.

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

GRANTOR:

BORROWER:

HELENA PROPERTIES, LLC
a Georgia limited liability company

By: Michael A. Hankin

Its: MANAGING MEMBER

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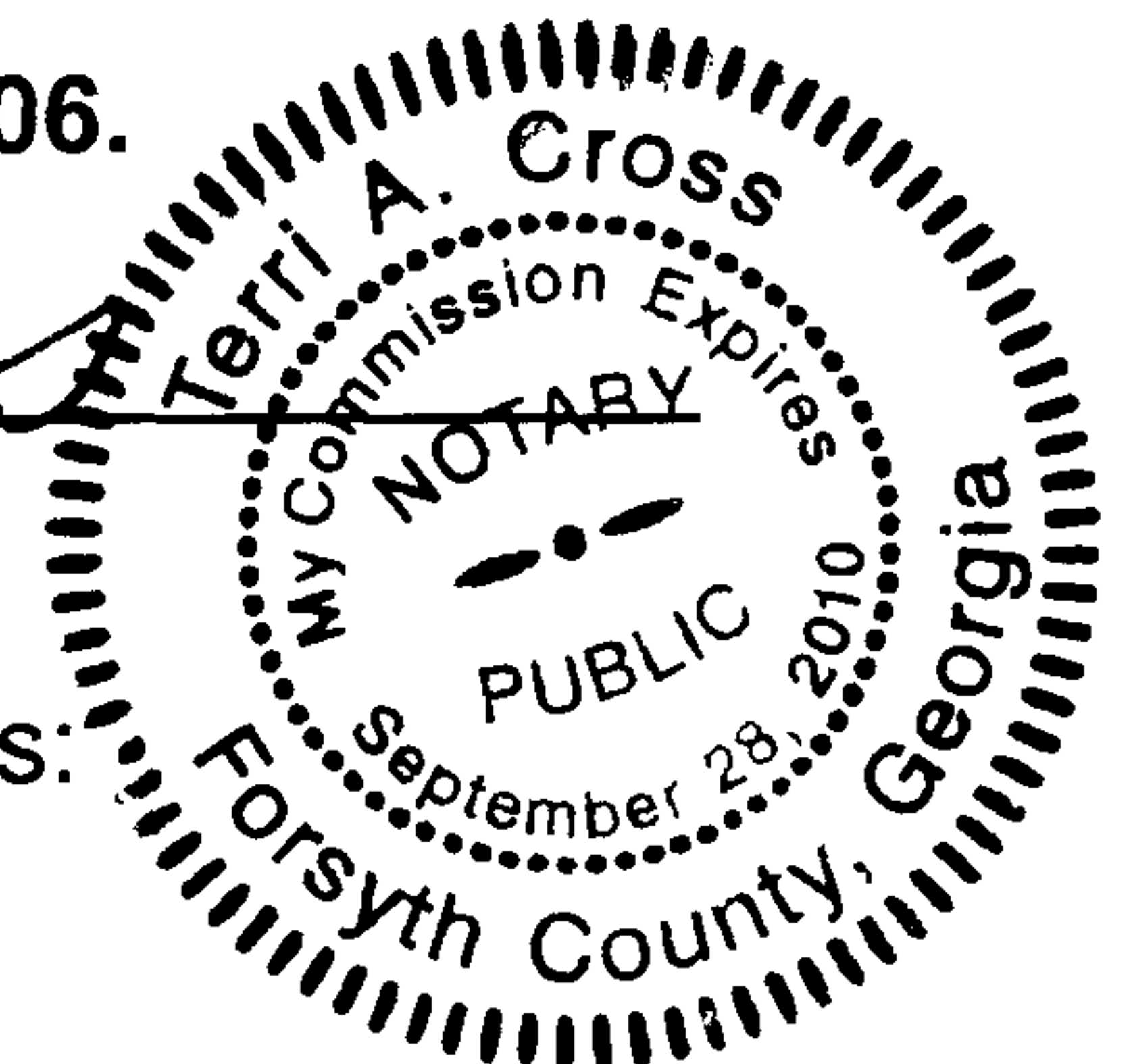
STATE OF GEORGIA)
COUNTY OF ~~FULTON~~ Forsyth)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Michael A. Hardin**, whose name as **Managing Member of Helena Properties, LLC, a Georgia limited liability company**, is signed to the foregoing agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of this agreement, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and seal of office this 30 day of **November, 2006**.

Terri A. Cross
Notary Public
[NOTARIAL SEAL]

My commission expires:



BANK:

WACHOVIA BANK, NATIONAL ASSOCIATION, successor by merger to SouthTrust Bank

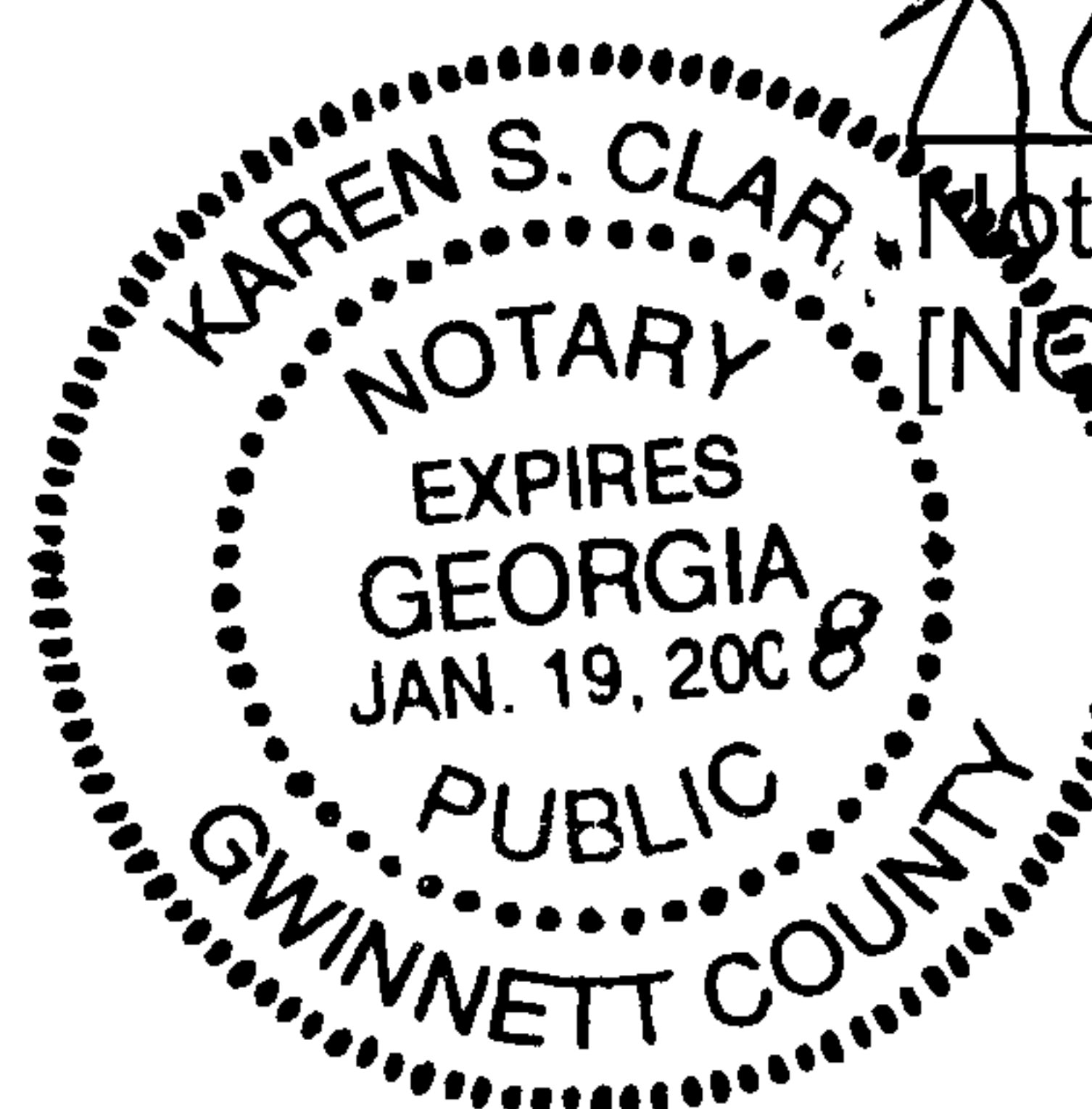
BANK
SEAL

By: Thomas J. Roche
Title: VP

STATE OF GEORGIA)
COUNTY OF ~~FULTON~~ Gwinnet)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Thomas J. Roche, whose name as Vice President of **Wachovia Bank, National Association**, is signed to the foregoing agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of this agreement, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and seal of office this 30 day of **November, 2006**.



Karen S. Clark
Notary Public
[NOTARIAL SEAL]
My commission expires 1-19-08