

Space Above This Line For Recording Data

This instrument was prepared by Cindy Hill, CapitalSouth Bank (FORMERLY KNOWN AS BANK OF ALABAMA), PO Box 59587, Birmingham, Alabama 35209

## MODIFICATION OF MORTGAGE

**DATE AND PARTIES.** The date of this Real Estate Modification (Modification) is October 10, 2007. The parties and their addresses are:

**MORTGAGOR:**

**HANNA FAMILY PARTNERSHIP, LTD.**

A Limited Partnership  
Attention Henry Hanna  
P.O. Box 660763  
Birmingham, Alabama 35266

**STEVEN A HANNA**

A MARRIED MAN  
4914 WINDWOOD CIRCLE  
BIRMINGHAM, Alabama 35242

**LENDER:**

**CAPITALSOUTH BANK**

**COMMERCIAL LOAN DEPARTMENT**

Organized and existing under the laws of Alabama  
2340 Woodcrest Place  
Birmingham, Alabama 35209

**1. BACKGROUND.** Mortgagor and Lender entered into a security instrument dated April 8, 2005 and recorded on April 13, 2005 (Security Instrument). The Security Instrument was recorded in the records of SHELBY County, Alabama at Instrument #20050413000173910 and covered the following described Property:

SEE ATTACHED EXHIBIT "A"

TAXES ARE BEING PAID ON THE INCREASE.

THE PROPERTY DOES NOT CONSTITUTE THE HOMESTEAD OF STEVE A. HANNA OR HIS SPOUSE.

The property is located in SHELBY County at 4.0 +/- ACRES ON U.S. HIGHWAY 280, HOOVER, Alabama .

THE GARDEN SHOP, INC.

Alabama Real Estate Modification

AL/4XXXchill00005900005586006100807Y

**2. MODIFICATION.** For value received, Mortgagor and Lender agree to modify the Security Instrument as provided for in this Modification.

The Security Instrument is modified as follows:

**A. Maximum Obligation Limit.** The maximum obligation provision of the Security Instrument is modified to read:

(1) Maximum Obligation Limit. The total principal amount secured by this Security Instrument at any one time will not exceed \$750,000.00. This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

**B. Secured Debt.** The secured debt provision of the Security Instrument is modified to read:

(1) Secured Debts. The term "Secured Debts" includes and this Security Instrument will secure each of the following:

(a) Specific Debts. The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note or other agreement, No. 63966, dated August 8, 2007, from THE GARDEN SHOP, INC. (Borrower) to Lender, with a maximum credit limit of \$750,000.00. One or more of the debts secured by this Security Instrument contains a future advance provision.

(b) All Debts. All present and future debts from THE GARDEN SHOP, INC. to Lender, even if this Security Instrument is not specifically referenced, or if the future debt is unrelated to or of a different type than this debt. If more than one person signs this Security Instrument, each agrees that it will secure debts incurred either individually or with others who may not sign this Security Instrument. Nothing in this Security Instrument constitutes a commitment to make additional or future loans or advances. Any such commitment must be in writing. In the event that Lender fails to provide any required notice of the right of rescission, Lender waives any subsequent security interest in the Mortgagor's principal dwelling that is created by this Security Instrument. This Security Instrument will not secure any debt for which a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. This Security Instrument will not secure any debt for which a security interest is created in "margin stock" and Lender does not obtain a "statement of purpose," as defined and required by federal law governing securities.

(c) Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

**3. WARRANTY OF TITLE.** Mortgagor warrants that Mortgagor continues to be lawfully seized of the estate conveyed by the Security Instrument and has the right to grant, bargain, convey, sell and mortgage with the power of sale the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.

**4. CONTINUATION OF TERMS.** Except as specifically amended in this Modification, all of the terms of the Security Instrument shall remain in full force and effect.

**SIGNATURES.** By signing under seal, Mortgagor agrees to the terms and covenants contained in this Modification. Mortgagor also acknowledges receipt of a copy of this Modification.

**MORTGAGOR:**

HANNA FAMILY PARTNERSHIP, LTD.

By Steve A. Hanna (Seal)  
Steve A. Hanna, Managing General Partner

STEVEN A HANNA (Seal)  
STEVEN A HANNA

Individually



LENDER:

CapitalSouth Bank  
Commercial Loan Department

By [Signature] (Seal)  
Fred R. Elliott, Commercial Loan Officer

ACKNOWLEDGMENT.

(Business or Entity)

State OF Alabama County Jefferson ss.

I, Leatra A. Sepley, a notary public, in and for said County in said State, hereby certify that Steve A. Hanna, whose name as Managing General Partner of the HANNA FAMILY PARTNERSHIP, LTD. a Limited Partnership, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she, in his/her capacity as such Managing General Partner, executed the same voluntarily on the day the same bears date. Given under my hand this the 17th day of October, 2007.

My commission expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Feb 21, 2010  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

Leatra A. Sepley  
(Notary Public)

(Individual)

State OF Alabama County Jefferson ss.

I, Leatra A. Sepley, a notary public, hereby certify that STEVEN A HANNA, A MARRIED MAN, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she executed the same voluntarily on the day the same bears date. Given under my hand this 17th day of October, 2007.

My commission expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Feb 21, 2010  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

Leatra A. Sepley  
(Notary Public)

(Lender Acknowledgment)

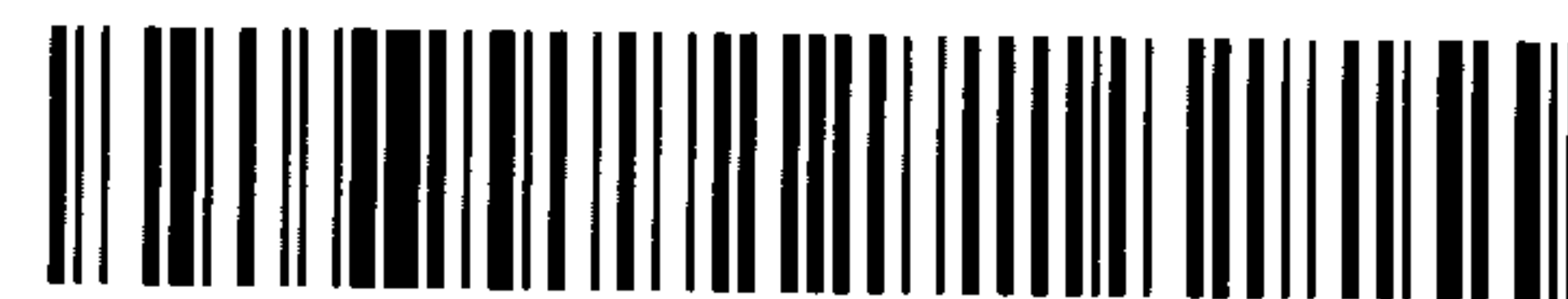
State Alabama OF Jefferson County OF Jefferson ss.

I, Leatra A. Lepus, a notary public, in and for said County in said State, hereby certify that Fred R. Elliott, whose name(s) as Commercial Loan Officer of CapitalSouth Bank Commercial Loan Department, a corporation, is/are signed to the foregoing instrument and who is known to me, and that the seal affixed to foregoing instrument is the seal of said corporation, acknowledged before me on this day that, being informed of the contents of the instrument, he/she/they, as such officer(s) and with full authority, executed the same voluntary for and as the act of said corporation. Given under my hand this the 17th day of October, 2007.

My commission expires:

Leatra A. Lepus  
(Notary Public)

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Feb 21, 2010  
BONDED THRU NOTARY PUBLIC UNDERWRITERS



20071031000502690 4/5 \$398.00  
Shelby Cnty Judge of Probate, AL  
10/31/2007 08:57:45AM FILED/CERT



**EXHIBIT "A"**

20050413000173910 21/21 \$821.00  
Shelby Cnty Judge of Probate, AL  
04/13/2005 11:38:34AM FILED/CERT

**Legal Description of Property**

**A parcel of land situated in the Southwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:**

**Commence at the Southeast corner of the Southwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 5, Township 19 South, Range 1 West, and run in a Westerly direction along the South line of said Southwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  for a distance of 570.73 feet to a point; thence 90 degrees 02 minutes 14 seconds to the right in a Northerly direction a distance of 225.98 feet to a point; thence 90 degrees 00 minutes to the left in a Westerly direction a distance of 60.15 feet to a point; thence 83 degrees 32 minutes 25 seconds to the right in a Northerly direction a distance of 205.67 feet to the point of beginning; thence 83 degrees 14 minutes 45 seconds to the left in a Westerly direction a distance of 199.06 feet to a point on the Easterly right-of-way line of Highway 280; thence 83 degrees 34 minutes 53 seconds to the right in a Northerly direction and along the Easterly right-of-way line of Highway 280 a distance of 501.97 feet to a point; thence 95 degrees 53 minutes to the right in an Easterly direction a distance of 287.29 feet to the point of curve (P.C.) of a curve to the right having a radius of 189.87 feet and a central angle of 90 degrees 34 minutes 50 seconds; thence along the arc of said curve to the right and in a Southeasterly direction a distance of 300.16 feet to the point of tangent (P.T.) of said curve; thence in the tangent of said curve in a Southerly direction a distance of 311.50 feet to a point; thence 89 degrees 57 minutes 17 seconds to the right in a Westerly direction a distance of 223.49 feet to the point of beginning.**

**LESS AND EXCEPT:**

**The South 100 feet of the following described parcel, facing Highway 280, extending of uniform width along the South boundary to the East line, being 100 feet by 423 situated in the Southwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama, said parcel being more particularly described as follows:**

**Commence at the Southeast corner of the Southwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 5, Township 19 South, Range 1 West, and run in a Westerly direction along the South line of said Southwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  for a distance of 570.73 feet to a point; thence 90 degrees 02 minutes and 14 seconds to the right in a Northerly direction a distance of 225.98 feet to a point; thence 90 degrees 00 minutes to the left in a Westerly direction a distance of 60.15 feet to a point; thence 83 degrees 32 minutes 25 seconds to the right in a Northerly direction a distance of 205.67 feet to the point of beginning; thence 83 degrees 14 minutes 45 seconds to the left in a Westerly direction a distance of 199.06 feet to a point on the Easterly right-of-way line of Highway 280; thence 83 degrees 34 minutes 53 seconds to the right in a Northerly direction and along the Easterly right-of-way of Highway 280 a distance of 501.97 feet to a point; thence 95 degrees 53 minutes to the right in an Easterly direction a distance of 287.29 feet to a point of curve (P.C.) of a curve to the right having a radius of 189.87 feet and a central angle of 90 degrees 34 minutes 50 seconds; thence along the arc of said curve to the right and in a Southeasterly direction a distance of 300.16 feet to the point of tangent (P.T.) of said curve; thence in the tangent of said curve in a Southerly direction a distance of 311.50 feet to a point; thence 89 degrees 57 minutes 17 seconds to the right in a Westerly direction a distance of 223.49 feet to the point of beginning.**

**Situated in Shelby County, Alabama.**

**The property described herein is not the homestead of Steve A. Hanna or his spouse.**

20071031000502690 5/5 \$398.00  
Shelby Cnty Judge of Probate, AL  
10/31/2007 08:57:45AM FILED/CERT