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This instrument was prepared by Linda Sorensen, ServisFirst Bank, P O Box 1508, Birmingham, Alabama 35201-1508

MODIFICATION OF MORTGAGE

DATE AND PARTIES. The date of this Real Estate Modification (Modification) is April 20, 2007. The parties and their addresses are:

MORTGAGOR:

VISION INVESTMENT PROPERTIES, INC.
An Alabama Corporation
PO BOX 380245
BIRMINGHAM, Alabama 35238

LENDER:

SERVISFIRST BANK

Organized and existing under the laws of Alabama P O Box 1508 Birmingham, Alabama 35201-1508

1. BACKGROUND. Mortgagor and Lender entered into a security instrument dated April 25, 2006 and recorded on May 31, 2006 (Security Instrument). The Security Instrument was recorded in the records of Shelby County, Alabama at 20060531000256950 and covered the following described Property:

Unit 96, in the Saddle Lake Farms Second Addition Phases 3, 4, 5, 6 and 7, a Condominium, located in Shelby County, Alabama, as established by Declaration of Condominium as recorded in Instrument 1995-17533, Ist Amendment to Declaration as recorded in Instrument 2000-17433, 3rd Amendment to Declaration as recorded in Instrument 2001 -33976 and the 4th Amendment to Declaration as recorded in 2001 -50962 and Articles of Incorporation of Saddle Lake Farms Association, Inc. as recorded in Instrument 1995-17530, In the office of the Judge of Probate of Shelby County, Alabama together with an undivided 11201 interest in the common elements of Saddle Lake Farms Condominium as set out in the said Declaration of Condominium, recorded In Map Book 29, Page 34, In the Office of Shelby County Alabama.

The property is located in Shelby County at Lot 96 Saddle Lake Farms, Alabaster, Alabama 35007.

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. 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. 5322, dated April 25, 2006, from Mortgagor to Lender, with a loan amount of \$259,920.00. 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 Mortgagor 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 wortgagor'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:
VISION-HOVESTMENT PROPERTIES, INC.
By (Seal) Robert L Horton, President
LENDER:
ServisFirst Bank By Wan Ramage, Vice President (Seal)
ACKNOWLEDGMENT
Business or Entity) That OF Wallana, Lant OF Tillerson ss.
, histic Old Fuller, a notary public, in and for said County in said State, hereby certify
that Robert L Horton, whose name(s) as President of the VISION INVESTMENT PROPERTIES, INC. a corporation
s/are 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/they, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation. Given under my hand this the 2Ψ day o
-400
My commission expires:

(Notary Public)

NOTARY PUBLIC STATE OF ALABAMA AT LARGE

MY COMMISSION EXPIRES: June 24, 2009

BONDED THRU NOTARY PUBLIC UNDERWRITERS

(Lender Acknowledgment)	
Stell OF Walley Could	OF J.W. ss.
	y public, in and for said County in said State, hereby certify
that Ryan Ramage, whose name(s) as Vice Presid	lent of ServisFirst Bank, a corporation, is/are signed to the
foregoing instrument and who is known to me, ack	nowledged before me on this day that, being informed of the
contents of the instrument, he/she/they, as such offi	icer(s) and with full authority, executed the same voluntary for
and as the act of said corporation. Given under n	ny hand this the 2Ψ day of $\#n$
2007	
My commission expires:	Mustu da Fullan
NOTADY DIRLIC STATE OF AVARAMA AT LARGE	(Notary Public)

NOTARY PUBLIC STATE OF ALABAMA AT LARGE MY COMMISSION EXPIRES: June 24, 2009 BONDED THRU NOTARY PUBLIC UNDERWRITERS