

20080821000337780 1/4 \$22.00  
Shelby Cnty Judge of Probate, AL  
08/21/2008 03:03:59PM FILED/CERT

PREPARED BY: P. Schuchert  
RETURN TO: CREDU, VA9505  
Wachovia Bank, National Association  
816 Greenbrier Circle, Suite G, VA 9505  
Chesapeake, VA 23320

**A TOTAL OF \$30,000 IN RECORDING TAX HAS BEEN PAID ON THE CURRENT MAXIMUM PRINCIPAL AMOUNT OF \$20,000,000 IN CONNECTION WITH THE RECORDING OF THE MORTGAGES AT INSTRUMENT NOS. 20041101000600080 AND 20040311000125760, AND PRIOR AMENDMENTS THERETO (INCLUDING THE PRIOR INCREASES RECORDED AT INSTRUMENT NOS. 20050908000463950 AND 20070109000011840). THIS MODIFICATION OF MORTGAGE IS ADDING REAL ESTATE TO THE PROPERTY SUBJECT TO THE MORTGAGE IN SHELBY COUNTY, THE AMOUNT OF THE OBLIGATIONS SECURED HAS NOT INCREASED.**

### **MODIFICATION OF MORTGAGE**

THIS MODIFICATION OF MORTGAGE is made AUGUST 5 , 2008, 2008, by THORNTON NEW HOME SALES, INC., Survivor by Merger to CHELSEA PARK HOMES, INC., whose address is 3570 Grandview Parkway, Suite 100, Birmingham, Alabama 35243, the Mortgagor under the Mortgage described below ("Mortgagor"), and delivered to Wachovia Bank, National Association, a national banking association as Mortgagee (referred to herein as "Bank"), whose address is Birmingham, Alabama 35203. Bank is the mortgagee hereunder for indexing purposes by the judge of probate.

### **RECITALS**

Bank is owner and holder of a certain Mortgage (the "Mortgage") dated October 14, 2004, recorded as Instrument No. 20041101000600080, of the public land records of the County of SHELBY, State of Alabama together with all extensions and modifications thereof whenever made.

Mortgagor has agreed to mortgage the property described in EXHIBIT A attached hereto and made part hereof (the "Property") to Bank as additional security for all obligations (the "Obligations") described in the Mortgage.

### **WITNESSETH:**

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

535416 (Rev 17.0)

PCI376371XXXX001

CDMAEXXXXXX

modext.doc

THORNTON CONSTRUCTION CO - 21-8920665732

MAE

**Additional Property Encumbered by the Mortgage.** "Loan Documents" and "Default" have the definitions set forth in the Mortgage.

Grantor conveys to Lender 2 Lots in Chelsea Park Subdivision, Shelby County, Alabama as further described on the "Exhibit A" attached hereto and made part hereof (the "Property") to Bank as additional security for all obligations (the "Obligations") described in the Mortgage.

NOW THEREFORE, and in consideration of these premises and for other consideration, Mortgagor does mortgage, grant, bargain, sell and convey, with power of sale unto Bank, its successors and assigns, all of Mortgagor's right, title and interest now owned or hereafter acquired in and to Property, including all estates, rights, tenements, hereditaments, privileges easements, and appurtenances of any kind benefiting the Property, all means of access to and from the Property, whether public or private and all water and mineral rights.

The Property is subject to the terms of the Mortgage as fully as if the Property had been included in the description of the property subject to the Mortgage at the time execution of the Mortgage.

TO HAVE AND TO HOLD the Property and all the estate, right, title and interest, in law and in equity, of Mortgagor's in and to the Property unto Bank, its successors and assigns, forever.

Mortgagor WARRANTS AND REPRESENTS that Mortgagor is lawfully seized of the Property, that Mortgagor has the legal right to convey and encumber the same, and that the Property is free and clear of all liens and encumbrances. Mortgagor further warrants and will forever defend all and singular the Property and title thereto to Bank and Bank's successors and assigns, against the lawful claims of all persons whomsoever.

PROVIDED ALWAYS that if (i) all the Obligations (including without limitation, all termination payments and any other amounts due under or in connection with any swap agreements (as defined in 11 U.S.C. § 101) secured hereunder) are paid in full, (ii) each and every representation, warranty, agreement, covenant and condition of this Mortgage, and the other Loan Documents, are complied with and abided by, and (iii) any and all swap agreements (as defined in 11 U.S.C. § 101) secured hereunder have matured or been terminated, then this Mortgage and the estate hereby created shall cease and be null, void, and canceled of record.

**Mortgage Confirmed.** Mortgagor acknowledge(s) and agree(s) that the Mortgage 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.

**Document Taxes and Other Charges.** Mortgagor 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 Mortgagor 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 Note and shall be secured by the Mortgage.



IN WITNESS WHEREOF, Mortgagor has signed and sealed this instrument as of the day and year first above written.

CORPORATE  
SEAL

**Mortgagor**  
THORNTON NEW HOME SALES, INC.  
By: [Signature]  
Steven R. Chester, Vice President

State of Alabama  
County of JEFFERSON

**Corporate Acknowledgment**

I certify that before me appeared this day Steven R. Chester, a person known to me, who after being sworn said he/she is Vice President of THORNTON NEW HOME SALES, INC., a Alabama corporation, and is duly authorized to act on behalf of said Corporation, that the seal affixed to the foregoing instrument is the seal of said Corporation and that said instrument was signed and sealed by him/her on behalf of said Corporation, and being informed of the contents thereof, acknowledged execution of the foregoing instrument on behalf of said Corporation, voluntarily and with full authority.

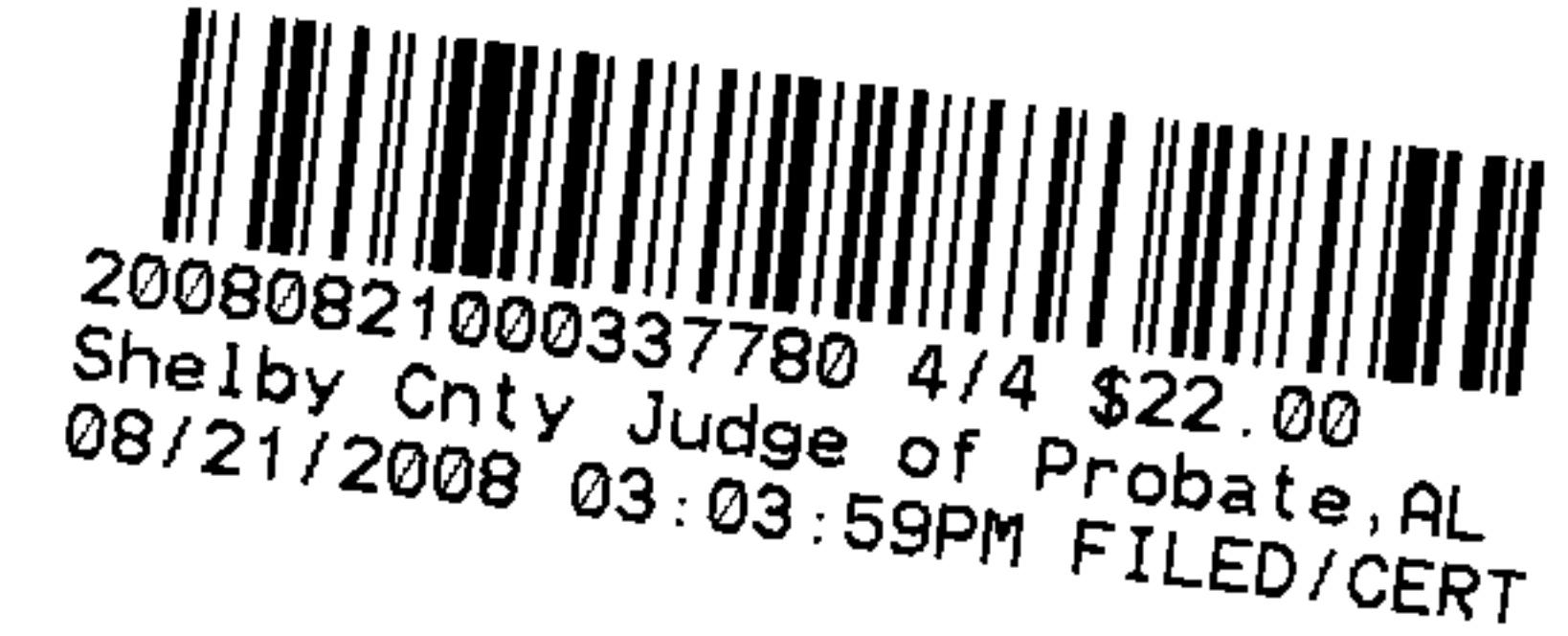
Witness my hand and official seal, this 5TH day of AUGUST, 2008,  
[Signature], Notary Public  
Mary Pamela Short  
(Printed Name of Notary)

Notary Seal



My Commission Expires: 8/28/10

## EXHIBIT A



**Lot 4-106-A, according to the Resurvey of Chelsea Park, 4th Sector, as recorded in Map Book 37, Page 119, in the Office of the Judge of Probate of Shelby County, Alabama.**

**Together with the nonexclusive easement to use the Common Areas as more particularly described in Declaration of Easements and Master Protective Covenants of Chelsea Park, a Residential Subdivision, executed by the Grantor and filed for record as Instrument No. 20041014000566950 in the Probate Office of Shelby County, Alabama and Declaration of Covenants, Conditions, and Restrictions for Chelsea Park 4th Sector executed by Grantor and Chelsea Park Residential Association, Inc. and recorded as Instrument No. 20050425000195430 (which, together with all amendments thereto, are hereinafter collectively referred to as the "Declaration").**

**Lot 6-10, according to the Plat of Chelsea Park 6th Sector, as recorded in Map Book 37, Page 13 in the Probate Office of Shelby County, Alabama.**

**Together with the nonexclusive easement to use the Common Areas as more particularly described in Declaration of Easements and Master Protective Covenants of Chelsea Park, a Residential Subdivision, executed by the Grantor and filed for record as Instrument No. 20041014000566950 in the Probate Office of Shelby County, Alabama and Declaration of Covenants, Conditions, and Restrictions for Chelsea Park 6th Sector executed by Grantor and Chelsea Park Residential Association, Inc. and recorded as Instrument No. 20041014000566960 (which, together with all amendments thereto, are hereinafter collectively referred to as the "Declaration").**