

**STATE OF ALABAMA
SHELBY COUNTY**

MODIFICATION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS; that on March 1, 2006 Lacey's Grove, LLC (Borrower) did execute a mortgage to Union State Bank (Lender) which Mortgage is recorded in Instrument Number 20060308000107980 in the Office of the Judge of Probate Shelby County, Alabama (the Mortgage) securing an original principal amount of \$2,650,000.00; and

Whereas, the principal balance on the note secured by Mortgage is now \$350,319.36; and

Whereas, Borrower has requested that Lender renew and increase the note secured by the Mortgage in the amount of \$500,000.00 making the total principal amount now secured by the Mortgage as being \$850,319.36. Borrower has executed documents indicating such renewal and increase of said note. The maturity date of said note has been extended.

The Mortgage now encumbers the unreleased real property set forth in the Mortgage pursuant to the terms of the Mortgage in the amount of \$850,319.36.

Borrower and P.K. Smartt individually as Guarantor do hereby reaffirm all provisions of the Mortgage and any loan documents obtained in conjunction with the Mortgage including the guaranty of P.K. Smartt and the note obtained in conjunction with the renewal of this loan.

Done intended to be effective the 18th day of November, 2008.

Lacey's Grove, LLC

By: 

P.K. Smartt, Manager & Individually

**STATE OF ALABAMA)
JEFFERSON COUNTY)**

LLC ACKNOWLEDGMENT

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that P.K. Smartt as Manager of Lacey's Grove, LLC, 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 this instrument, he, in his capacity as such member, executed the same voluntarily, for and as the act of said limited liability company.

Given under my hand and official seal this 18 day of November, 2008.



Notary Public

My Commission Expires: 3.1.2010