

WHEN RECORDED MAIL TO:

Colonial Bank
Business Banking Center
P.O. Box 32845
Palm Beach Gardens, FL 33420

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated December 18, 2008, is made and executed between Steven P. Smith, a married man (referred to below as "Grantor") and Colonial Bank, whose address is 501 Second North Avenue, Clanton, AL 35045-3420 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated April 28, 2006 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Mortgage recorded 05/19/08, in Shelby County, Book 20060519000238290, Pages 1-9.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in Shelby County, State of Alabama:

See Exhibit "A", which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 55 Acres of land located on Hwy 70, Colymbiana, AL.

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:


Modification to increase loan amount from \$81,669.39 to \$251,577.29 and to extend the maturity date from 04/28/07 to 12/19/09.
Mortgage tax on the increase of \$169,907.90 paid herewith this modification of mortgage. .

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED DECEMBER 18, 2008.

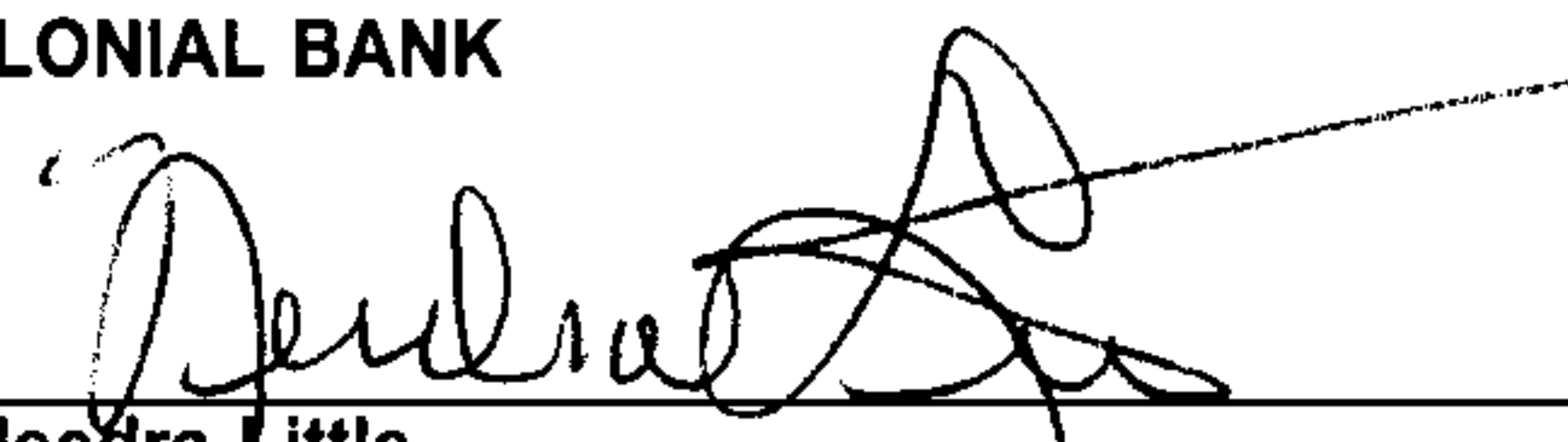
THIS MODIFICATION IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MODIFICATION IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

GRANTOR:

X  (Seal)
Steven P. Smith

LENDER:

COLONIAL BANK

X  (Seal)
Needra Little

Loan No: 8037314740

**MODIFICATION OF MORTGAGE
(Continued)**

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This Modification of Mortgage prepared by:

Name: Loretta Sadowski, Loan Closing Specialist
Address: 501 Second North Avenue
City, State, ZIP: Clanton, AL 35045-3420

INDIVIDUAL ACKNOWLEDGMENT

STATE OF

Alabama

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COUNTY OF

Chilton

) SS

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I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **Steven P. Smith**, 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 said Modification, he or she executed the same voluntarily on the day the same bears date.

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

My Commission Exp 01/18/2011

[Signature]
Notary Public

My commission expires _____

LENDER ACKNOWLEDGMENT

STATE OF

Alabama

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COUNTY OF

Chilton

) SS

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I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **Needra Little** whose name as Branch Manager of Colonial Bank is signed to the foregoing Modification and who is known to me, acknowledged before me on this day that, being informed of the contents of the Modification of Mortgage, he or she, in his or her capacity as such Branch Manager of Colonial Bank, executed the same voluntarily on the day same bears date.

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

My Commission Exp 01/18/2011

[Signature]
Notary Public

My commission expires _____

EXHIBIT "A"

A part of the West ½ of the Northeast ¼ and the West ½ of the Southeast ¼ of Section 28, Township 21 South, Range 1 West being more particularly described as follows:

Commence at the Northeast corner of Section 28, Township 21 South, Range 1 West and run North 89 deg. 49 min. 31 sec. West a distance of 1316.78 feet to a point; thence South 00 deg. 67 min. 36 sec. West a distance of 680.72 feet to the point of beginning of Tract No. 1; thence continue along last described course a distance of 3598.55 feet to a point; thence North 40 deg. 24 min. 20 sec. West a distance of 1425.84 feet to a point in the centerline of Waxahatchee Creek; thence along said centerline of Creek North 49 deg. 57 min. 33 sec. West a distance of 74.02 feet to a point; thence along said centerline of creek North 42 deg. 28 min. 29 sec. West a distance of 131.74 feet to a point; thence along said centerline of creek North 41 deg. 42 min. 55 sec. West a distance of 106.10 feet to a point; thence along said centerline of creek North 53 deg. 06 min. 02 sec. West a distance of 82.46 feet to a point; thence along said centerline of creek North 44 deg. 18 min. 26 sec. West a distance of 118.20 feet to a point; thence along said centerline of Creek North 56 deg. 05 min. 58 sec. West a distance of 108.59 feet to a point; thence along said centerline of creek North 58 deg. 39 min. 11 sec. West a distance of 99.31 feet to a point; thence along said centerline of creek North 55 deg. 19 min. 40 sec. West a distance of 36.01 feet to a point; thence leaving said centerline of creek North 89 deg. 28 min. 51 sec. East a distance of 208.21 feet to a point; thence North 00 deg. 52 min. 26 sec. East a distance of 374.14 feet to a point; thence South 89 deg. 07 min. 34 sec. East a distance of 850.00 feet to a point; thence North 00 deg. 52 min. 26 sec. East a distance of 1395.32 feet to a point; thence North 17 deg. 12 min. 31 sec. West a distance of 390.60 feet to a point of the South right of way of County Highway No. 70, said point being in a curve to the right having a radius of 1900.32 feet and arc distance of 167.32 feet a chord bearing of South 83 deg. 34 min. 48 sec. East and a chord distance of 167.26 feet to a point; thence continue along said right of way South 08 deg. 56 min. 32 sec. West a distance of 5.00 feet to a point; thence continue along said right of way South 81 deg. 03 min. 28 sec. East a distance of 178.41 feet to a point; thence continue along said right of way South 08 deg. 56 min. 52 sec. West a distance of 20.00 feet to a point; thence along said right of way South 81 deg. 03 min. 28 sec. East a distance of 248.74 feet to the point of beginning, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.