


**STATE OF ALABAMA
COUNTY OF SHELBY**


20090624000243620 1/3 \$18.00
Shelby Cnty Judge of Probate, AL
06/24/2009 01:57:02 PM FILED/CERT

**FIRST UNITED SECURITY BANK
P O BOX 1763
CALERA, ALABAMA 35040**

MORTGAGE MODIFICATION AGREEMENT

This Mortgage Modification Agreement is made and entered into on May 29, 2009 by and between **Birdwell Building Co., Inc.** (hereinafter "Mortgagor") and **FIRST UNITED SECURITY BANK** (hereinafter "Mortgagee").

- A. Mortgagor has entered into original Mortgage Agreement with Mortgagee on **July 25, 2007** as recorded in Instrument 20070727000350620, on **July 27, 2007**, in the Probate Office of **Shelby** County, Alabama.
- B. Both parties desire to amend the terms of the mortgage and notes executed simultaneously therewith.
- C. Mortgagor and Mortgagee have agreed to amend the terms of the Mortgage, the Note, and all related loan documents executed by and among or between Mortgagor and Mortgagee and/or the guarantors of the loan evidenced thereby (collectively the "Loan Documents") to reflect this Modification; and

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, Mortgagor and Mortgagee mutually covenant and agree as follows:

1. The foregoing recitals are true and correct and are incorporated by reference herein.
2. Paragraph 2 and Exhibit "A" of the Mortgage shall reflect the following as additional collateral for the loan: Lot 7, according to the Final Plat of Creekwater, Phase One, as recorded in Map Book 38, Page 138 in the Probate Office of Shelby County, Alabama.
3. The lien and encumbrance of the Mortgage is hereby spread to encumber the Additional Collateral, and all references in the Mortgage, the Note and the Loan Documents to the "Real Estate" or the "Property" shall mean the Existing Security together with the Additional Collateral.
4. Mortgagor acknowledges that this Modification does not constitute a novation and that all terms and conditions not expressly modified herein remain in full force and effect.
5. Mortgagor shall be responsible for the payment of all costs incident to this modification, including attorneys' fees for Mortgagee's counsel and state recording taxes, documentary stamp tax and intangible tax, if any, and shall indemnify, defend and hold Mortgagee harmless from and against all demands or claims for payment of documentary stamp and intangible taxes due in connection with this Modification, together with interest and penalties thereon, if any.
6. Mortgagor acknowledges and agrees that there are no offsets or defenses to payment of the obligation as of this date, and represents that there are no conditions of default or facts or consequences which will lead to a default under the obligations due from Mortgagor to Mortgagee under the Note.



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7. All references in the Loan Documents to the "Mortgage" shall be modified to mean the Mortgage as modified by this Modification.
8. All references to "Loan Documents" in the Loan Documents shall mean such documents as modified by this Modification.
9. All of Mortgagor's representations, warranties, covenants and agreements in the Loan Documents are reaffirmed as of the date of this Modification.
10. Except as hereinabove amended, the Note, the Mortgage and Loan Documents remain unmodified and in full force and effect.
11. This Modification shall be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS THEREOF, Mortgagor and Mortgagee have hereunto set their hands and seals, this 29 day of May, 2009.

Birdwell Building Co., Inc.

By: 

Venson E. Birdwell

Its: President

First United Security Bank

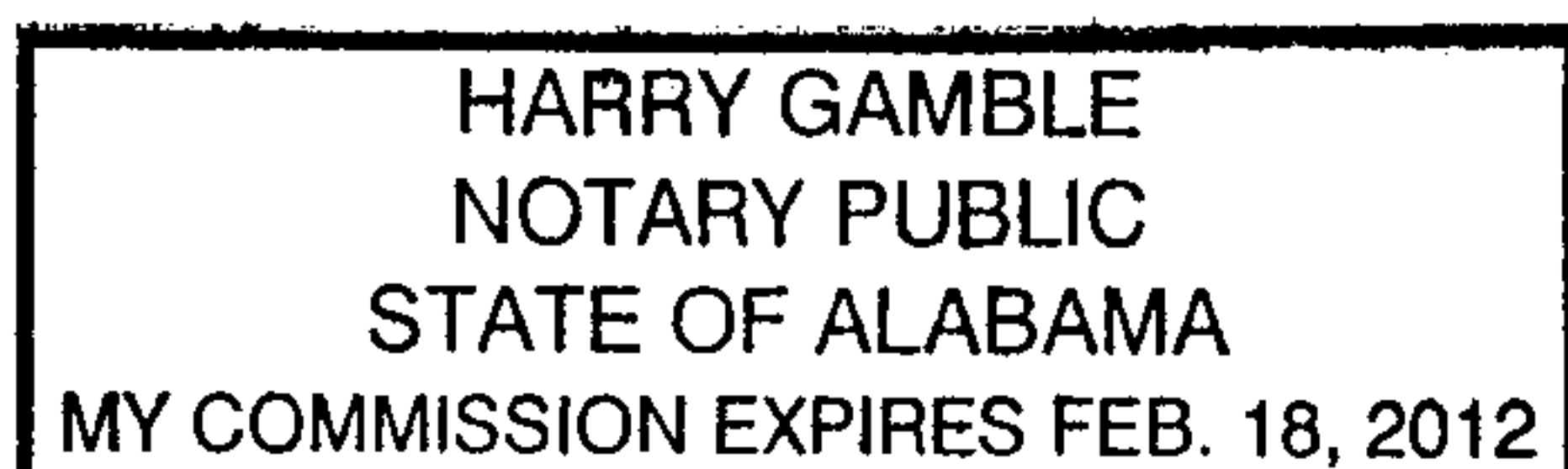
By: 

Ed Oliver, Vice-President

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said State and County, hereby certify that **Venson E. Birdwell**, whose name as **President of Birdwell Building Co., Inc.** is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, as such officer and with full authority, he executed the same voluntarily and as the act of said entity, on the day the same bears date.

Given under my hand and official seal this 29 day of May, 2009.




Notary Public
My Commission Expires: _____



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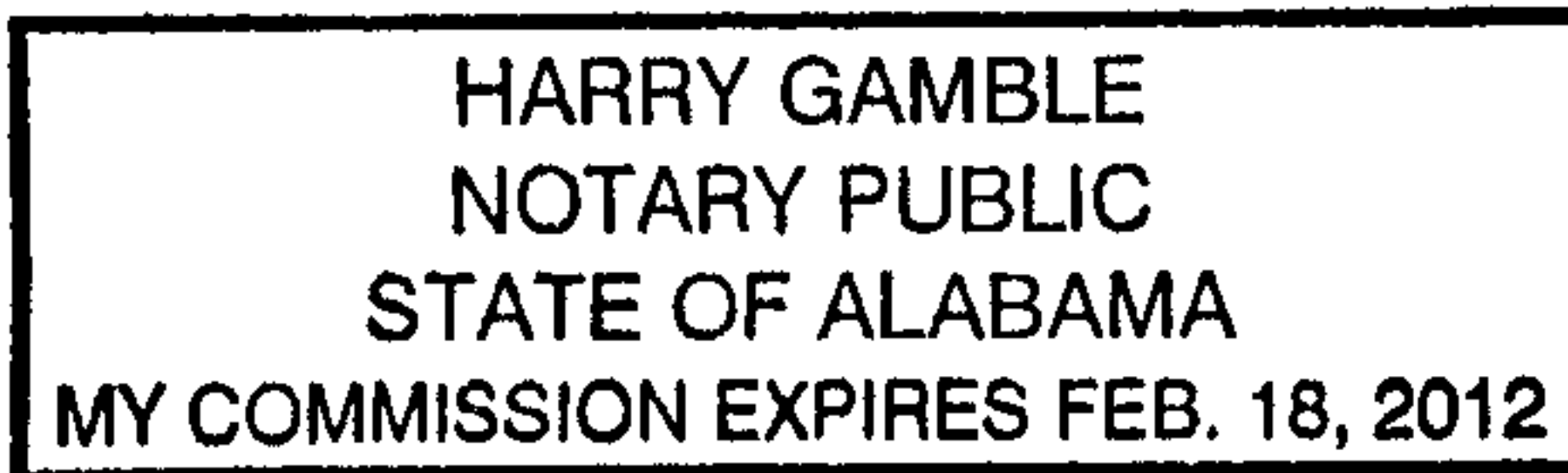
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STATE OF ALABAMA

COUNTY OF Jefferson

I, the undersigned, a Notary Public in and for said State and County, hereby certify that **Ed Oliver**, whose name as **Vice-President of First United Security Bank** is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, as such officer and with full authority, he executed the same voluntarily and as the act of said entity, on the day the same bears date.

Given under my hand and official seal this 25th day of May, 2009.



[Signature]
Notary Public
My Commission Expires: _____