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Shelby Cnty Judge of Probate, AL  
06/25/2009 11:49:51 AM FILED/CERT

PREPARED BY and RETURN TO  
John W. Monroe, Jr.  
Emmanuel, Sheppard & Condon  
30 S. Spring St.  
Pensacola, FL 32502  
File No. A0458-121132rfk

Note to Clerk: All Mortgage Recording Tax on the amount of the revolving principal indebtedness secured by this mortgage has been previously paid pursuant to Order of Alabama Department of Revenue upon the recording of the modification described herein in Madison County, AL.

### **MODIFICATION OF MORTGAGE**

THIS MODIFICATION OF MORTGAGE is made June 12, 2009 by Adams Homes, LLC, an Alabama limited liability company, whose address is 3000 Gulf Breeze Parkway, Gulf Breeze, Florida 32563, 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 224 Water St. Third Floor FL0061, Jacksonville, Florida 32202.

### **RECITALS**

Bank is owner and holder of a certain Mortgage (the "Mortgage") dated May 9, 2008, and recorded in as recorded in Instrument No. 1127029, of the Probate Records of Baldwin County, as recorded in Document No. 20080630000421730, of the Probate Records of Madison County, as recorded in Book 6411, Page 1421, of the Probate Records of Mobile County as recorded in Document No. 20080717000288700, of the Probate Records of Shelby County, as recorded in Book 2008, Page 32070, of the Probate Records of St. Clair County, Alabama and all spreaders, modifications and partial releases relating to same (collectively, the "Mortgage").

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:**

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

NOW THEREFORE, and in consideration of these premises and for other consideration, Mortgagor does mortgage, grant and convey 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.



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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 imitation, 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 and Bank have signed and sealed this instrument as of the day and year first above written.

CORPORATE SEAL

Mortgagor  
Adams Homes, LLC

By:   
Glenn H. Schneiter, Assistant Controller




State of Florida  
County of Escambia

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Corporate Acknowledgment

I, **REBECCA F. KATES**, a notary public in and for said County in said State, hereby certify that Glenn H. Schneider whose name as Assistant Controller of ADAMS HOMES, LLC, an Alabama limited liability company, 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, he, as such officer and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand this the 12th day of June, 2009.

  
\_\_\_\_\_  
NOTARY PUBLIC  
My Commission expires:

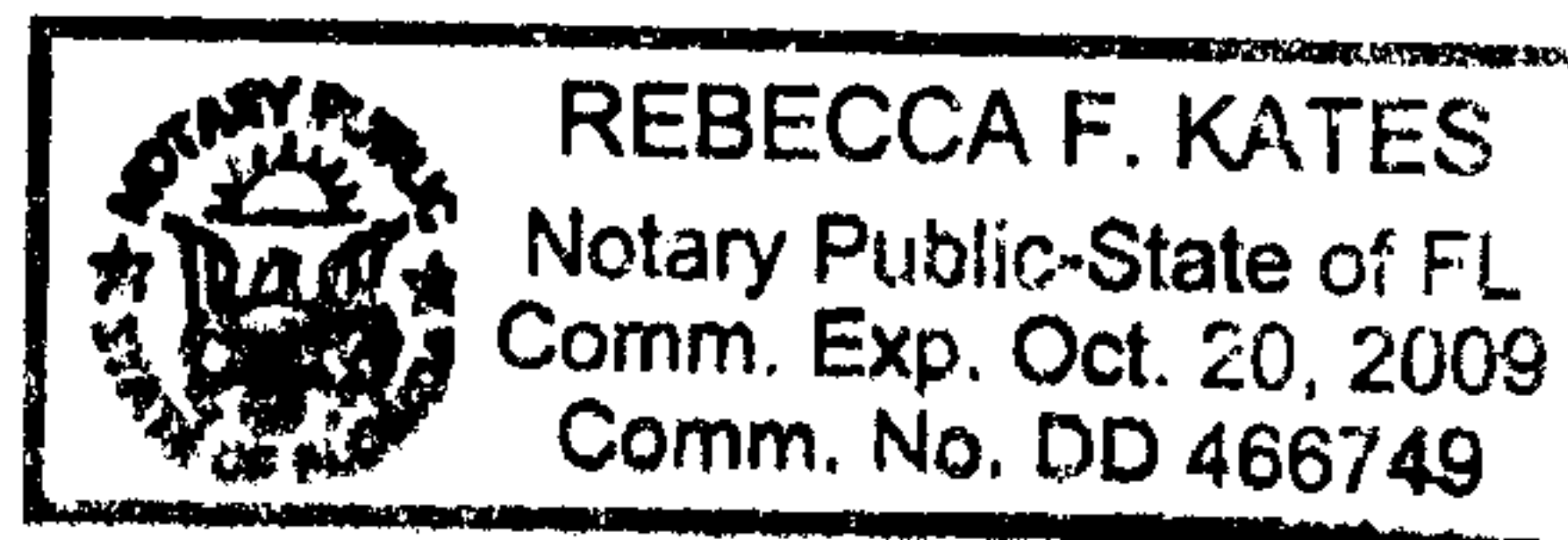


Exhibit "A"



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Lot 423, according to the map of Silver Creek, Sector III, Phase II, as recorded in Map Book 36, Page 103, in the Office of the Judge of Probate of Shelby County, Alabama.