

STATE OF ALABAMA  
COUNTY OF SHELBY

**MORTGAGE MODIFICATION AGREEMENT**

This MORTGAGE MODIFICATION AGREEMENT is made and entered into this 17th day of September, 2009, by and between THORNTON CONSTRUCTION COMPANY, INC., (hereinafter referred to as "Borrowers"), and FIRST UNITED SECURITY BANK (hereinafter referred to as "Lender") for the property situated in Shelby County, Alabama and more particularly described in Exhibit "A" attached hereto.

**WITNESSETH:**

**WHEREAS**, Borrowers executed a note (the "Note") in favor of the Lender dated August 4, 2009, in the original principal amount of \$155,914.63;

**WHEREAS**, Borrowers executed a mortgage (the "Security Instrument") dated August 4, 2009, in favor of the Lender securing the indebtedness evidenced by the above referenced Note with a parcel of land described in Exhibit "A" attached hereto and incorporated herein by reference and being more particularly described in said Security Instrument;

**WHEREAS**, the above referenced Security Instrument was recorded in Instrument Number 20090826000329570 in the office of the Judge of Probate of Shelby County, Alabama, and otherwise recorded on August 26, 2009.

**WHEREAS**, the parties now desire to amend and modify the Note and Security Instrument to increase the indebtedness reflected in the note and secured by said mortgage from \$155,914.63 to \$167,963.00

**NOW, THEREFORE**, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is herein acknowledged, the parties do herein agree to the modification of the Note and the Security Instrument as herein set forth:

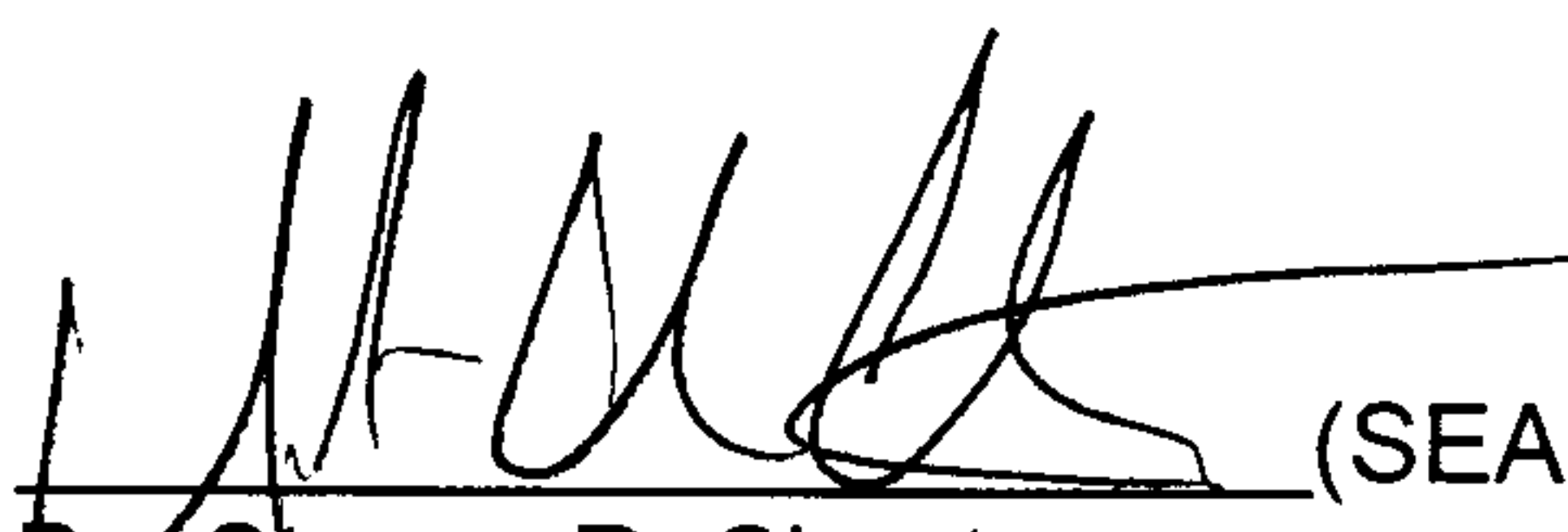
1. The Note is herein amended and modified as follows:
  - a. The parties herein agree that, effective as of September 17, 2009, the principal balance of the note executed August 4, 2009 by the Borrowers shall be \$167,963.00, plus accumulated interest.
2. The Security Instrument is herein amended and modified as follows:
  - a. Effective as of September 17, 2009, the loan amount shall be increased from \$155,914.63 to \$167,963.00
3. All other terms and provisions of the Note and the Security Instrument not herein specifically amended and modified shall remain in force and effect as originally set forth in the respective documents. Nothing contained herein shall


be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument.

4. Borrowers herein represent and warrant that they are is not in default under terms of the Note or the Security Instrument, and further that they know of no event that has occurred which, but for the passage of time, would constitute an event of default under the terms of the Note or Security Instrument.

**IN WITNESS WHEREOF**, the undersigned parties have hereunto set their hands and affixed their seals as of the 17th day of September, 2009.

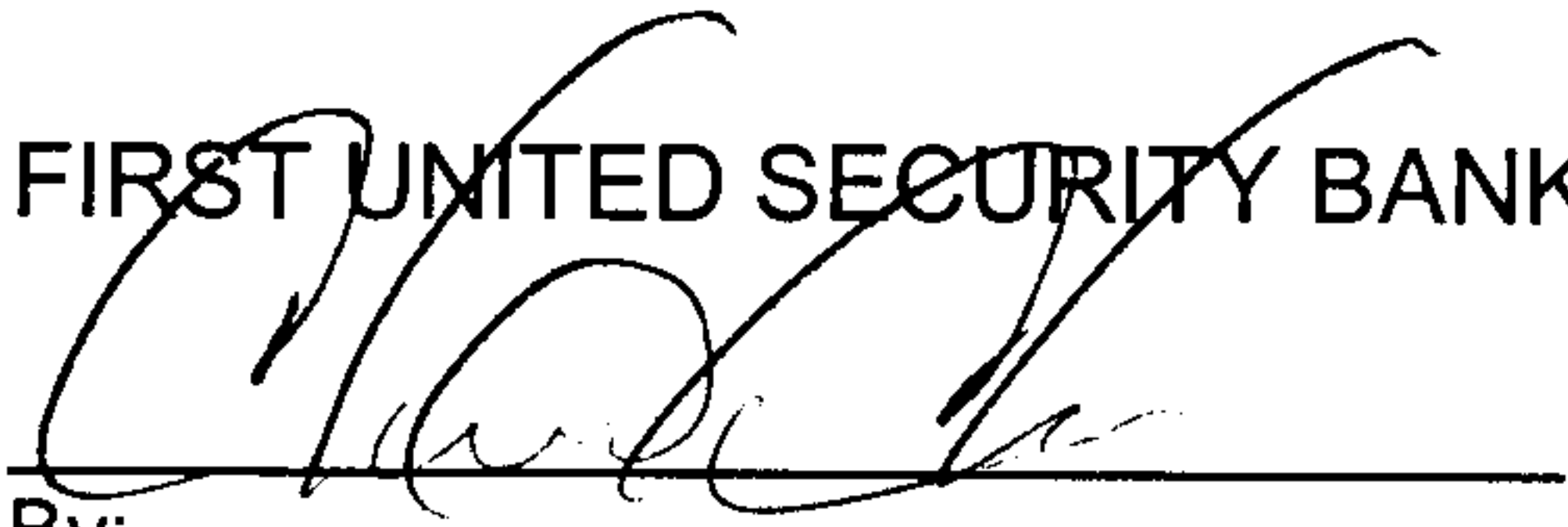
**BORROWER(S): THORNTON CONSTRUCTION COMPANY, INC.**

 (SEAL)  
By: Steven R. Chester  
Its: Vice President

  
20090924000364910 2/4 \$272.00  
Shelby Cnty Judge of Probate, AL  
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**LENDER:**

FIRST UNITED SECURITY BANK

  
By:

Title: ATP



**Acknowledgment as to Borrower(s)**

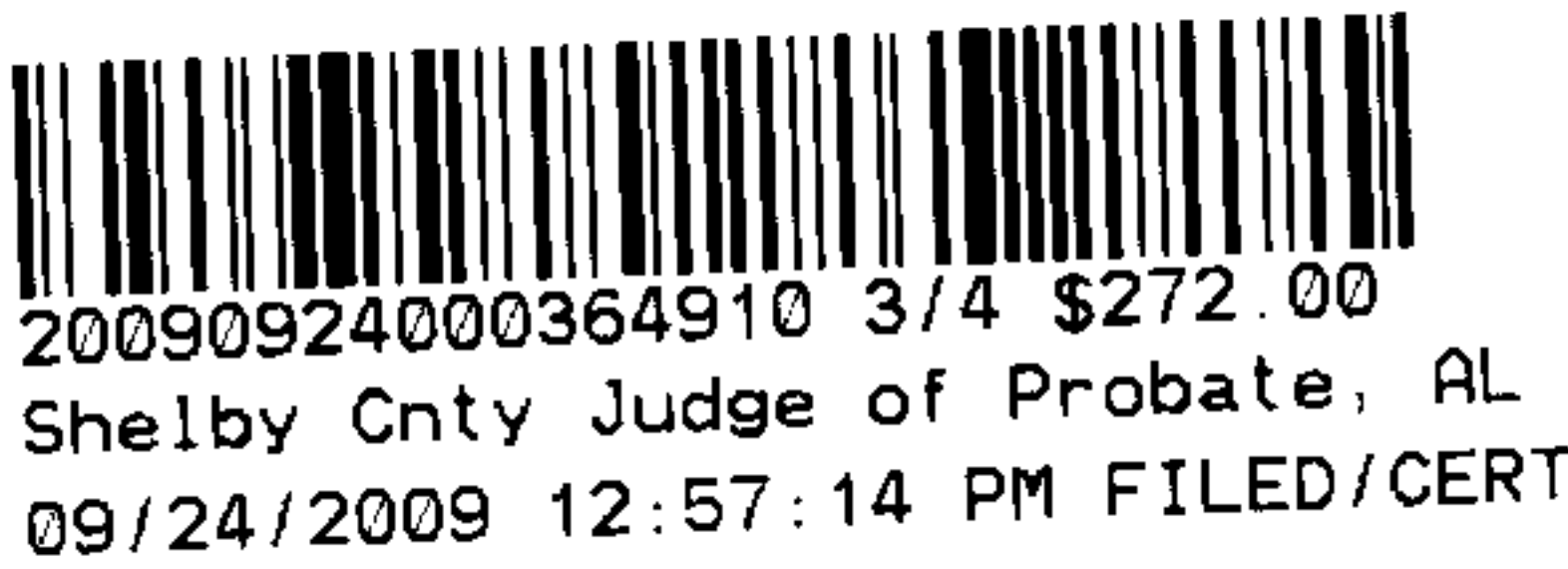
STATE OF ALABAMA  
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that STEVEN R. CHESTER whose name as the VICE-PRESIDENT of THORNTON CONSTRUCTION COMPANY, INC., 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 the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this 17th day of September, 2009



Mary Pamela Short  
Notary Public  
My Commission  
Expires: 8/28/10

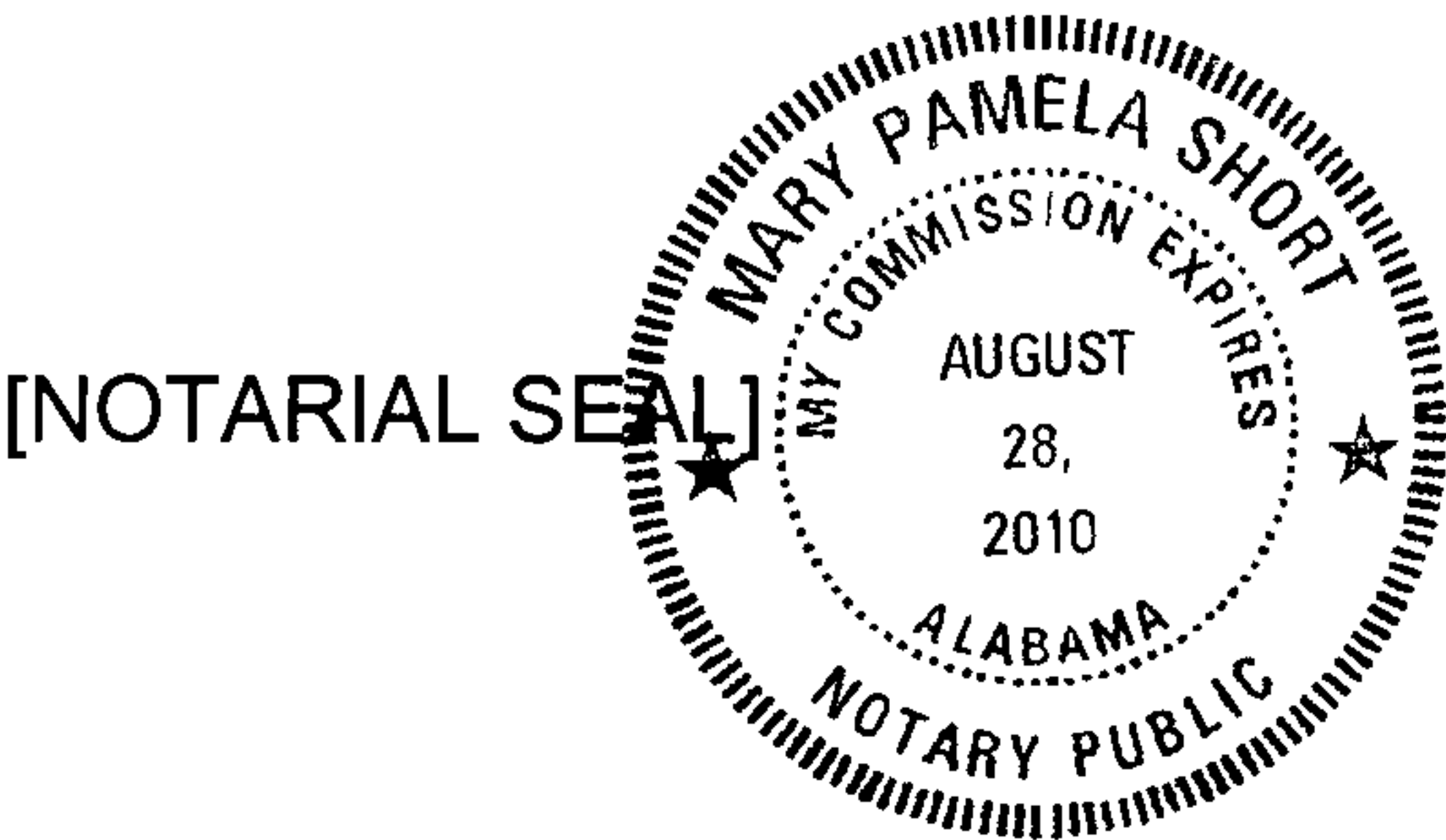


**Acknowledgment as to Lender**

STATE OF ALABAMA  
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that CHRIS ALVIS, whose name as \_\_\_\_\_ of FIRST UNITED SECURITY BANK, is signed to the foregoing instrument, and who known to me, acknowledged before me on this day, that, being informed of the contents of the said instrument, he executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this the 17<sup>th</sup> day of September, 2009.



Mary Pamela Short  
Notary Public  
Print Name:  
Commission Expires:

This Instrument Prepared by:  
Stewart & Associates, P.C.  
3595 Grandview Parkway Ste 600  
Birmingham, AL 35243  
(205) 970-2200



20090924000364910 4/4 \$272.00  
Shelby Cnty Judge of Probate, AL  
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**EXHIBIT "A"**

**Lot 88, according to the Survey of Cottages at Chesser, Phase I, as recorded in Map Book 33, Page 45, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.**

**Together with the nonexclusive easement to use the Common Areas as more particularly described in the Cottages at Chesser, Declaration of Covenants, Conditions and Restrictions recorded as Instrument No. 20040511000248910 in the Probate Office of Shelby County, Alabama, as may be amended from time to time (which, together with all amendments thereto, is hereinafter collectively referred to as the "Declaration").**