

SECOND LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement") made this 16th day of OCTOBER, 2009 between **119 OFFICE CONDO, LLC**, an Alabama limited liability company ("Borrower") and **SOUTHPOINT BANK** ("Lender"), amends and supplements (1) the Future Advance Mortgage (hereinafter "Mortgage") in the amount of ONE MILLION ONE HUNDRED THOUSAND and NO/100 (\$1,100,000.00) Dollars dated October 26, 2006 and recorded in Instrument #20061108000548310, and Assignment of Rents and Leases and Security Agreement (Hereinafter "Assignment of Rents and Leases") collectively hereinafter referred to as the "Security Instrument"), dated October 26, 2006 and Instrument #20061108000548320, in the Office of the Judge of Probate of Shelby County, Alabama, and (2) the Note bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument (hereinafter referred to as the "Original Promissory Note"), (3) Loan Agreement, and (4) Loan Modification Agreement dated December 23, 2009 and recorded in Instrument No. 20081230000479150, in the Office of the Judge of Probate of Shelby County, Alabama, to-wit:

Parcel 2A of that certain map entitled 1st revision of the amended map of Lee Branch Corporate Center, as said map appears of record in the Office of the Judge of Probate of Shelby County, Alabama, in Map Book 26, Page 33, as revised in Map Book 26, Page 109, as further revised in Map Book 28, Page 58.

Situated in Shelby County, Alabama.

Whereas, Borrower executed and delivered to Lender that certain Future Advance Mortgage, Assignment of Rents of Leases and Security Agreement (the "Security Instrument"), dated October 26, 2006 and recorded in Instrument #20061108000548310 and Instrument #20061108000548320 respectively, and Loan Modification Agreement dated December 23, 2008 recorded in Instrument No. 20081230000479150, all in the Office of the Judge of Probate of Shelby County, Alabama.

Whereas, the parties acknowledge and agree that the principal balance of the Note secured by said Security Instrument has been paid down to a current principal balance of Four Hundred Ninety One Thousand Two Hundred Ninety Four and 55/100(\$491,294.55) Dollars.

Whereas, the parties desire to modify the Mortgage by extending the maturity date by 364 days to October 25, 2010 which shall be secured by the Security Instrument to a maximum modified mortgage not to exceed the sum of Five Hundred Twenty Thousand One Hundred Fifty Eight and 95/100 (\$520,158.95) Dollars.

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the mutual promises and agreements contained herein, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. As of **October 15, 2009**, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. **\$491,294.55** consisting of the amount(s) loaned to the Borrower by the Lender and any interest capitalized to date. The future advance(s) and the Outstanding Unpaid Principal Balance on the original promissory note are consolidated into a Consolidated Promissory Note in the amount of **\$520,158.95** executed by Borrower contemporaneously with the execution of this Second Loan Modification Agreement, which indebtedness is owed by the Borrower to the Lender free from any defense, counterclaim or right of set-off.
2. Borrower represents that the status of the title has not changed since the date of execution of the Security Instrument.

3. The Mortgage is hereby modified to provide that the maximum amount of future advances which shall be secured by the Mortgage shall not exceed a maximum principal amount of Five Hundred Twenty Thousand One Hundred Fifty Eight and 95/100 (\$520,158.95) Dollars, plus interest, and any disbursements made for the payment of taxes, levies or insurance on the mortgaged property. Lender shall have the right, but not the obligation, to make future advance(s) to the Borrower under the Mortgage up to a cumulative or aggregate principal balance not to exceed Five Hundred Twenty Thousand One Hundred Fifty Eight and 95/100 Dollars (\$520,158.95) plus interest thereon, plus any disbursements made for the payment of taxes, levies or insurance on the mortgaged property, together with interest on any such disbursements, with all of such future advance(s) being secured by the first lien of the Mortgage.

4. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may, at its option, require immediate payment in full of all sums secured by the Security Instrument.

If the Lender exercises this option, the Lender shall give the Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which the Borrower must pay all sums secured by the Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by the Security Instrument without further notice or demand to the Borrower.

5. The Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under Security Instrument.

It is further understood and agreed that:

(a) Borrower ratifies and confirms the obligations under the Mortgage as hereby modified;

(b) Borrower remises, releases, and discharges the Lender, its affiliates, officers, directors, employees, agents and successors and assigns, individually, jointly and severally, of and from all action and actions, claims, demands whatsoever, in law or in equity:

(1) that the Borrower ever had or now has, whether known or unknown through the date of this Agreement; and

(2) which may accrue, directly or indirectly, arising out of or in connection with the Mortgage or any document executed in connection with the Mortgage, or any actions, inactions, or conduct of the Borrower or Lender or any of their respective affiliates, agents, officers, directors, employees, and successors and assigns, occurring, in whole or in part, through the date of this Agreement.

6. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Original Promissory Note and Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and the Borrower and Lender will be bound, by and comply with, all of the terms and provisions thereof, as amended by this Agreement.



20091026000401540 2/4 \$802.30
Shelby Cnty Judge of Probate, AL
10/26/2009 02:29:44 PM FILED/CERT

Figure 1

By: Issac David
ISSAC DAVID, Manager

By: ISSAC DAVID
ISSAC DAVID,
Its Manager and Member

Given under my hand and official seal this 16th day of October, 2009.

NOTARY PUBLIC

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that ISSAC DAVID, whose name as Member and Manager of INTERNATIONAL INVESTMENTS, LLC, an Alabama limited liability company, in its capacity as Member of DESIGN RESOURCE CENTER, LLC, an Alabama limited liability company, 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, in his capacity as such member and manager and with full authority, executed the same voluntarily for and as the act of said limited liability company acting in its capacity as member of said limited liability company.

Given under my hand and official seal this 16th day of October, 2009.


NOTARY PUBLIC

Lender joins in the execution of this Loan Modification Agreement to grants its consent to the terms contained herein.

WITNESS:



SOUTHPOINT BANK


By: 
Danny Keeney
Its: Vice President

STATE OF ALABAMA)
 :
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Danny Keeney, whose name as ^{SA}Vice President of SouthPoint Bank, 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 and official seal this 16th day of October, 2009.

My commission expires: 11-10-2009


NOTARY PUBLIC



This Instrument prepared by:
Clayton T. Sweeney
Attorney At Law
2700 Highway 280 East Suite 160
Birmingham, AL 35223