

This instrument is being recorded for the purpose of adding additional collateral.

Prepared by and Return to:

Robert A. Schlanger, PC
Attn: Jennifer Costales
5325 Katy Freeway, Suite Two
Houston, TX 77007
(713-626-2333)

**MODIFICATION AGREEMENT TO
CONSTRUCTION MORTGAGE**

Loan Number: 689465673018-001
Mortgagor ("Borrower"): TOWNSIDE BUILDING, LLC, an Alabama limited liability company
Mortgagee ("Holder"): RBC BANK (USA), a North Carolina banking corporation, successor by merger to FIRST AMERICAN BANK
Mortgage Date: June 27, 2007
Recording Information: Instrument No. 20070705000317000
Records: Official Records of the Probate Judge of Shelby County, Alabama
Original Property: Lot 44, TOWNSIDE SQUARE, SECTOR ONE
Additional Property: Lots 43, 46, 47, 48, 49, 50, 51, 52, 53 and 56, TOWNSIDE SQUARE, SECTOR ONE
Original Indebtedness Secured: Promissory Note dated June 10, 2008 in the original principal sum of Ninety Thousand and No/100 Dollars (\$90,000.00), executed by the Borrower and payable to the order of Lender
Additional Indebtedness Secured: Promissory Note dated June 10, 2008 in the original principal sum of Ninety Thousand and No/100 Dollars (\$90,000.00), executed by the Borrower and payable to the order of Lender, as secured by that certain Construction Mortgage recorded June 27, 2007 as Instrument No. 20070705000317030 securing Lot 43, Townside Square, Sector One, Shelby County, Alabama;
Promissory Note dated June 10, 2008 in the original principal sum of Ninety Thousand and No/100 Dollars (\$90,000.00), executed by the Borrower and payable to the order of Lender, as secured by that certain Construction Mortgage recorded June 27, 2007 as Instrument No. 20070705000316960 securing Lot 46, Townside Square, Sector One, Shelby County, Alabama;
Promissory Note dated June 27, 2007 in the original principal sum of Ninety-nine Thousand and No/100 Dollars (\$99,000.00), executed by the Borrower and payable to the order of Lender, as secured by that certain Construction Mortgage recorded June 27, 2007 as Instrument No. 20070705000320750 securing Lot 47, Townside Square, Sector One, Shelby County, Alabama;



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Promissory Note dated June 10, 2008 in the original principal sum of Ninety-nine Thousand and No/100 Dollars (\$99,000.00), executed by the Borrower and payable to the order of Lender, as secured by that certain Construction Mortgage recorded June 27, 2007 as Instrument No. 20070705000320760 securing Lot 48, Townside Square, Sector One, Shelby County, Alabama;

Promissory Note dated June 10, 2008 in the original principal sum of Ninety Thousand and No/100 Dollars (\$90,000.00), executed by the Borrower and payable to the order of Lender, as secured by that certain Construction Mortgage recorded June 27, 2007 as Instrument No. 20070705000316970 securing Lot 49, Townside Square, Sector One, Shelby County, Alabama;

Promissory Note dated June 10, 2008 in the original principal sum of Ninety Thousand and No/100 Dollars (\$90,000.00), executed by the Borrower and payable to the order of Lender, as secured by that certain Construction Mortgage recorded June 27, 2007 as Instrument No. 20070705000316990 securing Lot 50, Townside Square, Sector One, Shelby County, Alabama;

Promissory Note dated June 10, 2008 in the original principal sum of Ninety Thousand and No/100 Dollars (\$90,000.00), executed by the Borrower and payable to the order of Lender, as secured by that certain Construction Mortgage recorded June 27, 2007 as Instrument No. 20070705000316890 securing Lot 51, Townside Square, Sector One, Shelby County, Alabama;

Promissory Note dated June 10, 2008 in the original principal sum of Ninety Thousand and No/100 Dollars (\$90,000.00), executed by the Borrower and payable to the order of Lender, as secured by that certain Construction Mortgage recorded June 27, 2007 as Instrument No. 20070705000317020 securing Lot 52, Townside Square, Sector One, Shelby County, Alabama;

Promissory Note dated June 10, 2008 in the original principal sum of Ninety-nine Thousand and No/100 Dollars (\$99,000.00), executed by the Borrower and payable to the order of Lender, as secured by that certain Construction Mortgage recorded June 27, 2007 as Instrument No. 20070705000318140 securing Lot 53, Townside Square, Sector One, Shelby County, Alabama; and

Promissory Note dated June 10, 2008 in the original principal sum of Ninety Thousand and No/100 Dollars (\$90,000.00), executed by the Borrower and payable to the order of Lender, as secured by that certain Construction Mortgage recorded June 27, 2007 as Instrument No. 20070705000316950 securing Lot 56, Townside Square, Sector One, Shelby County, Alabama (collectively, the "**Additional Note**")

WHEREAS, Mortgagor is indebted to Mortgagee under the terms of a certain Promissory Note dated June 10, 2008, in the original principal sum of Ninety Thousand and No/100 Dollars (\$90,000.00) (said note being given in renewal of that certain other Promissory Note dated June 27, 2007, in the original principal sum of Ninety Thousand and No/100 Dollars (\$90,000.00)), executed by Borrower and payable to the order of Lender (herein, the "**Existing**")

Note") more fully described in and secured by the Construction Mortgage referred to above, as the same has been heretofore amended or modified (the "Mortgage"); and

WHEREAS, the Mortgagor and Mortgagee further entered into that certain Mortgage Modification Agreement dated as of December 10, 2008 that certain Mortgage Modification Agreement dated as of March 10, 2009; and

WHEREAS, the Mortgage presently encumbers (among other property) the real property described therein in Shelby County, Alabama; and

WHEREAS, the Mortgagor has requested a modification of the Existing Note to, among other things, to extend the maturity date specified therein; and

WHEREAS, the Mortgagor has requested a modification of the Mortgage to (a) include the real property described above as Additional Property with the Original Property encumbered by the Mortgage as specified herein, and (b) secure not only the indebtedness evidenced by the Existing Note but also that indebtedness evidenced by Additional Note; and

WHEREAS, Mortgagee is willing to consent to the modifications of the Existing Note set forth in the Promissory Note Modification Agreement of even date herewith executed by the Mortgagor and Mortgagee (the "Note Modification Agreement") subject to the conditions set forth below and Mortgagee is further willing to consent to the modification of the Mortgage to include the Additional Property with the Original Property as specified herein..

NOW, THEREFORE, in consideration of the foregoing premises and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT:

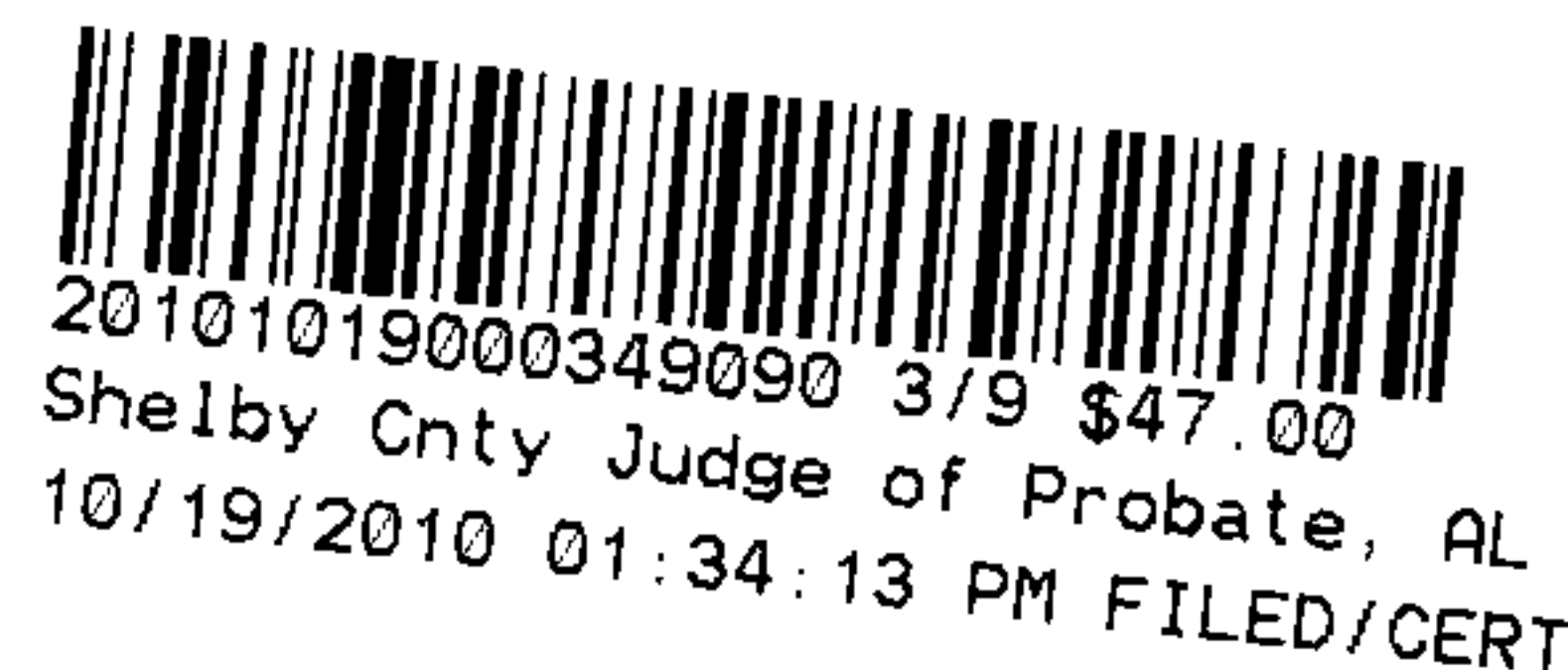
1. **Recitals.** The preamble, recitals and any exhibits hereto are hereby incorporated into this Amendment.

2. **Modification of the Mortgage.**

2.1 **Modification of the Maturity Date.** The term of the Note and the loan secured by the Mortgage (the "Maturity Date" as defined in the Note) shall be extended from the Previous Maturity Date set out above to the New Maturity Date set out above. All references in the any of the documents (the "Loan Documents") evidencing or relating to the loan secured by the Mortgage to the maturity date of the Note shall be revised to refer to the New Maturity Date. All sums due and owing under the Note shall be due and payable in full on the New Maturity Date.

2.2. **Modification of Indebtedness Secured.** The Mortgage is hereby amended to add the Additional Property as specified in Exhibit "B" to the Original Property as specified in Exhibit "A" attached hereto. In connection with such modification, the Mortgagor agrees that the lien and encumbrance of the Mortgage shall now extend to include the Additional Property and said Additional Property shall be fully encumbered by the Mortgage as if the Additional Property was originally specified in the Mortgage. The Mortgagor agrees that the Mortgage shall continue in full force and effect with respect to the Original Property and the Additional Property and shall be fully enforceable as to all of the terms specified therein as to said Original Property and Additional Property.

3. **No Additional Amendments.** Except as set forth herein and in the Existing Note, Mortgage, and all other Loan Documents remain unmodified and in full force and effect.



4. **Additional Representations and Covenants.** Borrower represents and warrants to Holder as follows, and acknowledges that such representations and warranties shall be continuing representations and warranties from Borrower to Lender:

(i) Borrower is and shall remain in compliance with the Trading with the Enemy Act, as amended, and each of the foreign assets control regulations of the United States Treasury Department (31 CFR, Subtitle B, Chapter V, as amended) and any other enabling legislation, regulations or executive orders relating thereto, and the Uniting and Strengthening America By Providing Appropriate Tools Required To Intercept and Obstruct Terrorism Act (USA Patriot Act of 2001), as amended, and any other enabling legislation, regulations or executive orders relating thereto;

(ii) Borrower is and shall remain in compliance with 31 U.S.C., Section 5313, as amended, 31 C.F.R. Section 103.22, as amended, and any similar laws or regulations involving currency transaction reports or disclosures relating to transactions in currency of more than \$10,000.00, or of more than any other minimum amount specified by any laws or regulations; and

(iii) Borrower (1) is not a person whose property or interest in property is blocked or subject to blocking pursuant to Section 1 of Executive Order 13224 of September 23, 2001 Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism (66 Fed. Reg. 49079 (2001)), (2) does not engage in any dealings or transactions prohibited by Section 2 of such executive order, or is otherwise associated with any such person in any manner violative of Section 2, or (3) is not a person on the list of Specially Designated Nationals and Blocked Persons or subject to the limitations or prohibitions under any other U.S. Department of Treasury's Office of Foreign Assets Control regulation or executive order.

Borrower additionally covenants and agrees with Lender that no part of any loan proceeds or advances evidenced by or referenced in this Note, and no part of any other amounts or sums derived from any property which secures repayment of such loan proceeds or advances, including, without limitation, any accounts, payment intangibles, money, rents, issues or profits, will be used, directly or indirectly, for any payments to any governmental official or employee, political party, official of a political party, candidate for political office, or anyone else acting in an official capacity, in order to obtain, retain or direct business or obtain any improper advantage, in violation of the United States Foreign Corrupt Practices Act of 1977, as amended.


5. **Additional Covenants regarding Protection of Collateral Property.** In addition to all of the Holder's rights and remedies set forth in the Mortgage, the note secured thereby and the other instruments securing the payment of said note or otherwise relating thereto (the "Loan Documents"), in the event of default by Borrower, or upon receipt of any notification from any governmental or quasi-governmental authority regarding a current, possible or pending violation of any applicable federal, state, county, municipal and/or other governmental or quasi-governmental laws, rules, regulations, ordinances, codes, requirements, covenants, conditions, orders, licenses, permits, approvals and restrictions (the "Notice"), the Holder, and any persons authorized by the Holder, shall have the right, but not the obligation, to enter upon the Property at any reasonable time to repair, alter, replace, clean up or perform any necessary work or maintenance, in Holder's discretion, in order to comply with the requirements of such Notice.

Borrower hereby agrees to indemnify and hold Holder harmless from and against any and all damages, penalties, fines, claims, liens, suits, liabilities, costs (including, without limitations, clean-up costs), judgments and expenses (including, without limitation, attorneys', consultants', and experts'

fees and expenses) of every kind and nature suffered by or asserted against Holder as a direct or indirect result of any Notice or legal requirements set forth in this section. Borrower's obligations under this section will not be limited by the term of the obligations secured hereby, and, as to any act or event occurring prior to payment in full and satisfaction of the obligations and all other indebtedness and obligations under this Mortgage, Borrower's obligations hereunder will continue, survive and remain in full force and effect notwithstanding payment in full and satisfaction of the obligations and this Mortgage or foreclosure under this Mortgage or delivery of a deed-in-lieu of foreclosure.

Nothing herein shall invalidate any security now held by Holder for the payment of the obligations secured by the Mortgage, nor impair nor release any covenant, condition, agreement or stipulation herein, and the same, as herein modified, shall continue in full force and effect. Any collateral security held by Holder as security for any of the obligations, including, without limiting the generality of the foregoing, any rights acquired by Holder under any Security Agreement or Agreements, Assignment of Rents, Financing Statements and other instruments shall stand as security for the repayment of the obligations, and the Borrower covenants and agrees to conform with, comply with, and abide by each and every of the terms, covenants, conditions, agreements and stipulations of the obligations, including, but not limited to the Note and the Mortgage, as modified hereby, and all other security documents evidencing or securing the obligations.

6. **Reaffirmation of Loan Documents.** All of the terms and conditions contained in the Existing Note, the Mortgage, and all other Loan Documents are hereby ratified, reaffirmed and republished.


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IN WITNESS WHEREOF, the parties have signed, sealed and delivered this Modification Agreement as of March 29, 2010, to be effective as of December 26, 2009.

"Mortgagor"

TOWNSIDE BUILDING, LLC, an Alabama limited liability company

BY: AUTHENTIC BUILDING COMPANY, LLC, an Alabama limited liability company (Its Member)

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By: [Signature]
BRETT G. WINFORD
Member

"Mortgagee"

RBC BANK (USA), a North Carolina banking corporation, successor by merger to FIRST AMERICAN BANK

By: [Signature]
Name: Traniece Peterson
Title: Vice President

THE STATE OF ALABAMA)

COUNTY OF Shelby) ss.
)

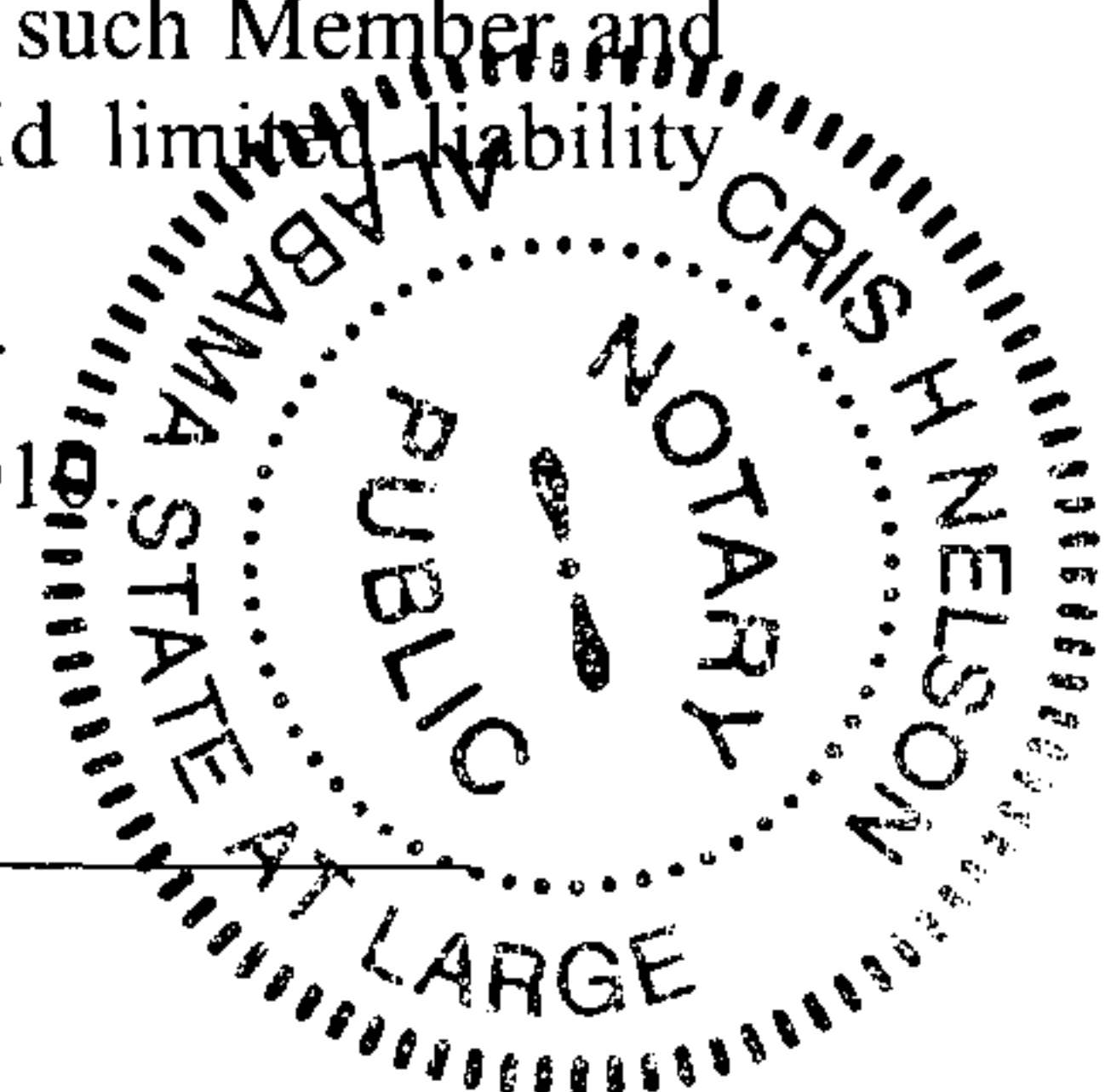
I, THE UNDERSIGNED AUTHORITY, A Notary Public in and for said County, in said State, hereby certify that BRETT G. WINFORD, whose name as Member of Authentic Building Company, LLC, Member of **TOWNSIDE BUILDING, LLC**, an Alabama limited liability company, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such Member, and with full authority, executed the same voluntarily for and as the act of said limited liability company.

GIVEN under my hand and official seal this 27th day of August, 2010.

[Signature]
Notary Public

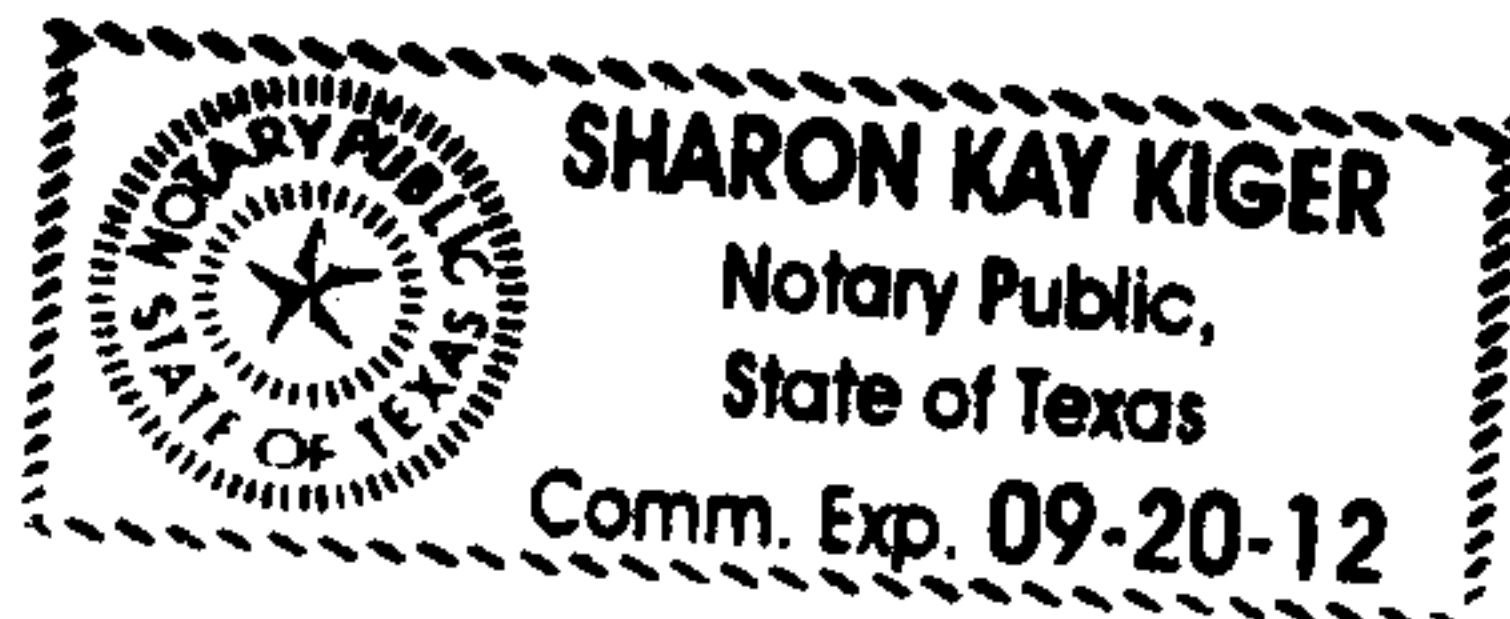
CRIS NELSON
[Printed Name of Notary]

My commission expires: 6/30/13



THE STATE OF TEXAS)
) ss.
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me this 31st day of ~~March~~ ^{August}, 2010
by Traniece Peterson, Vice President of RBC BANK (USA), a North
Carolina banking corporation, successor by merger to FIRST AMERICAN BANK on behalf of
the corporation.



Sharon Kay Kiger
Notary Public in and for
The State of Texas
My Commission Expires: 9-20-2012
SHARON KAY KIGER
[Printed Name of Notary]



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EXHIBIT "A"
Original Property

Lot 44, according to the Survey of Townside Square, Sector One, as recorded in Map Book 38, Page 120, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.



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EXHIBIT "B"
Additional Property

Lots 43, 46, 47, 48, 49, 50, 51, 52, 53 and 56, according to the Survey of Townside Square, Sector One, as recorded in Map Book 38, Page 120, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.



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