

This re-record is for the purpose of adding additional collateral, no new money or increase in dollar amount from previously recorded mortgage. Additionally, this instrument is being re-recorded due to the elimination of the Maturity Date. The document should not have contained a maturity date and was a clerical error.

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

Property Address (if any):	Lot 11, PARKSIDE VILLAGE, PHASE 2
Loan Number:	67276566558-001
Mortgagor ("Borrower"):	JACKIE WILLIAMS COMPANY, INC. , an Alabama corporation
Mortgagee ("Lender"):	RBC BANK (USA) , a North Carolina banking corporation, successor by merger to FIRST AMERICAN BANK
Mortgage Date:	February 28, 2007
Recording Information:	Instrument No. 20070306000101110 Real Property Records Shelby County, Alabama
Maturity Date:	Due to a scrivener's error, the maturity date was included in the Mortgage and this Modification is given to eliminate the maturity date from said Mortgage.
Original Indebtedness Secured:	Promissory Note dated February 28, 2007 in the original principal sum of One Hundred Eighty-two Thousand and No/100 Dollars (\$182,000.00), executed by the Borrower and payable to the order of Lender
Additional Indebtedness Secured:	Universal Note and Security Agreement dated August 28, 2006 in the original principal sum of Six Hundred Thirty Thousand and No/100 Dollars (\$630,000.00), executed by the Borrower and payable to the order of Lender (the " <u>Additional Note</u> ")

WHEREAS, Borrower is indebted to Lender under the terms of a certain Promissory Note dated March 12, 2008 in the principal sum of One Hundred Eighty-two Thousand and No/100 Dollars (\$182,000.00) (said note being given in renewal of that certain other Promissory Note dated February 28, 2007 in the original principal sum of One Hundred Eighty-two Thousand and No/100 Dollars (\$182,000.00)), executed by the Borrower and originally payable to the order of First American Bank (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 executed that certain Modification Agreement to Mortgage dated September 10, 2008, that certain Modification Agreement to Mortgage dated December 10, 2008 and that certain Modification Agreement to Construction Mortgage dated March 10, 2009 (which said Modification Agreement extended the Maturity Date of the Existing Note secured thereby); and

WHEREAS, the Existing Note and the Additional Note have been duly transferred and assigned to the Lender which is now the owner and holder of the Existing Note and the Additional Note and all liens and security interests securing the payment thereof; and

WHEREAS, Borrower has requested a modification of the Mortgage to secure not only the indebtedness evidenced by the Existing Note but also that indebtedness evidenced by Additional Note; and

WHEREAS, Lender is willing to consent to (i) the modification of the Mortgage set forth herein and in that certain Promissory Note Consolidation, Amendment and Modification Agreement of even date herewith executed by Mortgagor as the "Borrower" and Mortgagee as the "Lender" (the "**Note Modification Agreement**"), subject to the conditions set forth below and (ii) a modification of the Mortgage to include the additional indebtedness described above as Additional Indebtedness Secured with the Original Indebtedness Secured by the Mortgage as specified herein; and

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. **Modifications of the Mortgage.**
 - a. **Modification of Indebtedness Secured.** The indebtedness secured by the Mortgage is hereby modified so that said Mortgage secures the payment of the Existing Note and all indebtedness evidenced by the Additional Note together with all of the Mortgagors obligations pursuant to any instrument securing the payment of the Additional Note or otherwise relating thereto.
 - b. **Amendment to the Mortgage.** The Mortgage is hereby amended to secure the obligations under the Existing Note as amended by the Note Modification Agreement. The Mortgage is further amended to change the Maturity Date of the obligations secured by the same from the Original Maturity Date to the New Maturity Date as set out above and to secure the obligations under the Existing Note and the obligations of the Additional Note as specified herein.
3. **Conditions Precedent.** In no event shall Lender have any obligation to close this transaction unless and until all of the conditions set forth in the Note Modification Agreement have been satisfied.
4. **No Additional Amendments.** Except as set forth herein and in the Note Modification Agreement, the Existing Note, Mortgage, and all other Loan Documents remain unmodified and in full force and effect.
5. **Reaffirmation of Loan Documents.** All of the terms and conditions contained in the Existing Note, Mortgage, and all other Loan Documents are hereby ratified, reaffirmed and republished.
6. **Additional Covenants regarding Protection of Collateral Property.** In addition to all of the Mortgagee'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 Mortgagor, 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 Mortgagee, and any persons authorized by the Mortgagee, 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 Mortgagee's discretion, in order to comply with the requirements of such Notice.

Mortgagor hereby agrees to indemnify and hold Mortgagee 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 Mortgagee as a direct or indirect result of any Notice or legal requirements set forth in this section. Mortgagor'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, Mortgagor'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 Mortgagee 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 Mortgagee as security for any of the obligations, including, without limiting the generality of the foregoing, any rights acquired by Mortgagee 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 Mortgagor 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.


7. **Ratification.** In connection with all of the terms and conditions contained in the Existing Note, 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 July 28, 2010, and effective as of September 26, 2009.

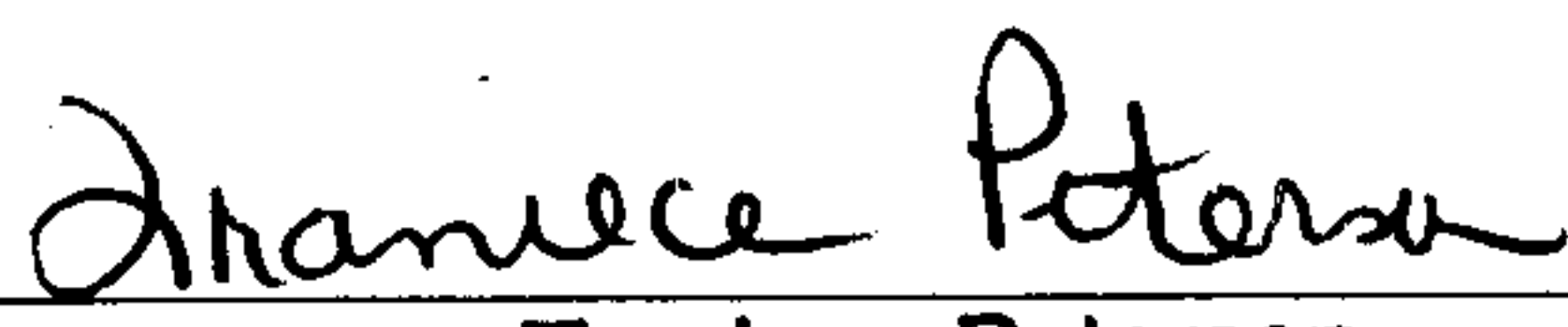
Borrower:

JACKIE WILLIAMS COMPANY, INC., an Alabama corporation

By: 
JACKIE WILLIAMS
President

Lender:

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

By: 
Name: Traniece Peterson
Title: Vice President

ACKNOWLEDGMENTS

STATE OF ALABAMA)

COUNTY OF Shelby)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Jackie Williams, whose name as President of JACKIE WILLIAMS COMPANY, INC., an Alabama corporation, 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 said instrument, s/he, as such officer and with full authority, executed the same voluntarily for and as the act of said _____.

Given under my hand and official seal, this 30th day of August, 2010.

Rebecca M Turner

REBECCA M. TURNER, Notary Public
MY COMMISSION EXPIRES
SEPTEMBER 28, 2013

My Commission Expires: _____

THE STATE OF Texas)

COUNTY OF Harris)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Traniece Peterson, whose name as Vice President of RBC BANK (USA), a North Carolina banking corporation, successor by merger to FIRST AMERICAN 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 said instrument, s/he, as such officer and with full authority, executed the same voluntarily for and as the act of said _____.

Given under my hand and official seal, this 6th day of August, 2010.

Stacey Guynes
Notary Public

My Commission Expires: 7-5-13

STACEY GUYNES
Notary Public, State of Texas
My Commission Expires
July 05, 2013



20101119000389690 6/6 \$28.00
Shelby Cnty Judge of Probate, AL
11/19/2010 01:14:45 PM FILED/CERT

EXHIBIT "A"
Existing Property

Lots 1, 2, 5, 6, 10, 22, 24 and 25, according to the Final Plat of Parkside Village, Phase 2, as recorded in Map Book 37, Page 60 in the Probate Office of Shelby County, Alabama.

RECEIVED
SHELBY COUNTY JUDGE OF PROBATE
11/19/2010 01:14:45 PM
FILED/CERT