

This re-record is for the purpose of adding additional collateral, no new money or increase in dollar amount from previously recorded mortgage.

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
REAL ESTATE MORTGAGE**

Property Address (if any):	Lots 1, 2, 5, 6, 10, 22, 24 and 25, PARKSIDE VILLAGE, PHASE 2
Loan Number:	672720951067-001
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:	August 28, 2006
Recording Information:	Instrument No. 20060906000439410 Real Property Records Shelby County, Alabama
Outstanding Principal Balance:	
Existing Property:	Lots 1, 2, 5, 6, 10, 22, 24 and 25, Parkside Village, Phase 2
Additional Property:	Lot 8, Hayesbury Commercial Park, Phase 1
Original 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
Additional 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 (the " <u>Additional Note</u> ")

WHEREAS, Borrower is indebted to Lender under the terms of a certain Promissory Note dated September 26, 2007 in the principal sum of Four Hundred Twenty Thousand and No/100 Dollars (\$420,000.00) (said note being given in renewal of that certain other 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 originally payable to the order of First American Bank (the "Existing Note") more fully described in and secured by the Real Estate 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 Real Estate Mortgage dated January 27, 2009 and that certain Modification Agreement to Real Estate Mortgage dated March 10, 2009; 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, the Mortgage presently encumbers the real property described above as the Existing Property in Shelby County, Alabama; 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, (ii) a modification of the Mortgage to include the real property described above as Additional Property with the Existing Property encumbered by the Mortgage as specified herein 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 Collateral Secured.** The Mortgage is hereby amended to add the Additional Property as specified in Exhibit "B" to the Existing 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 Existing Property and the Additional Property and shall be fully enforceable as to all of the terms specified therein as to said Existing Property and Additional Property.
 - b. **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.
 - c. **Amendment to the Mortgage.** The Mortgage is hereby amended to secure the Additional Property 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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Shelby Cnty Judge of Probate, AL
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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.

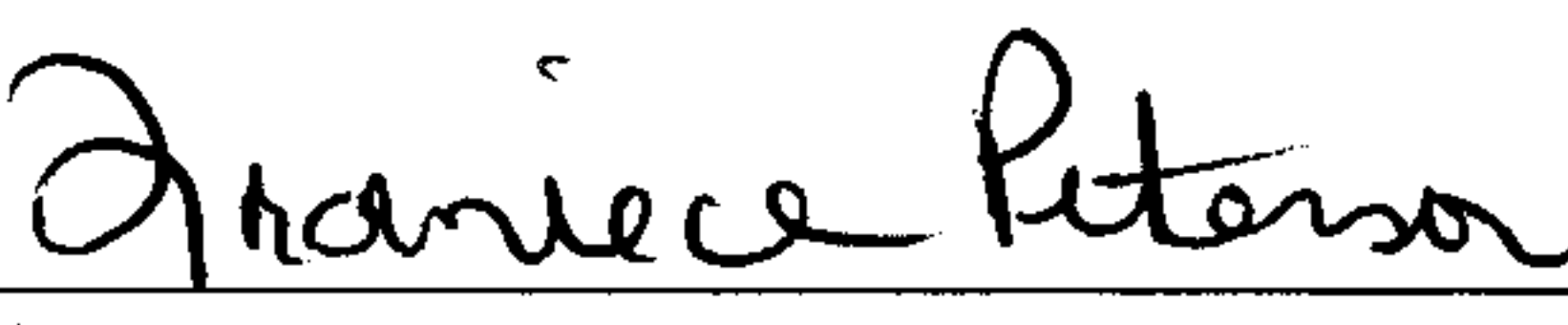
Borrower:

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

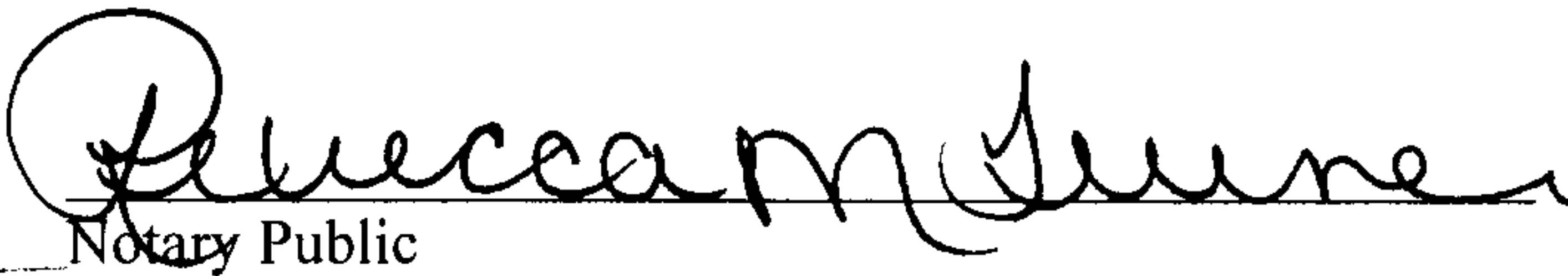
ACKNOWLEDGMENTS

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 3rd day of ~~July~~ ^{August}, 2010.


Notary Public

My Commission Expires: 

THE STATE OF Alabama)

COUNTY OF Shelby)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that _____, 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 _____ day of July, 2010.

Notary Public

My Commission Expires: _____

20101119000389700 6/6 \$28.00
Shelby Cnty Judge of Probate, AL
11/19/2010 01:14:46 PM FILED/CERT

ACKNOWLEDGMENTS

STATE OF ALABAMA)

COUNTY OF _____)

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 _____ day of July, 2010.

Notary Public

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

