

MORTGAGE MODIFICATION AND SUPPLEMENT AGREEMENT

This Loan Modification Agreement (the "Agreement"), made this 18th day of October, 2011 by DAL Properties, LLC ("Borrower") and Richard Ruch ("Lender"), amends and supplements (1) the Mortgage, (the "Security Instrument"), dated 03/14/11, and recorded in instrument number 20110317000086700 of the Public Records of Shelby County, State of Alabama in which mortgage the lands securing said indebtedness were described as follows (the Original Legal Description) to wit:

Lots 1637, 1638, 1642, 1646, 1647 according to the Survey of Strathaven at Ballantrae, Phase 2 as recorded in Map Book 41, Page 51, Shelby County, Alabama Records.

Lots 1655, 1656, 1657, 1658, 1661, 1663, 1664, 1665, 1666, 1667, 1668 according to the Survey of Strathaven at Ballantrae, Phase 3 as recorded in Map Book 41, Page 144, Shelby County, Alabama Records.

Lots 1901, 1902, 1903, 1904, 1916, 1917, 1918, 1919, Dunrobin, Phase I, in Ballantrae, as recorded in Map Book 42, Page 46 in the Probate Office of Shelby County, Alabama Records.

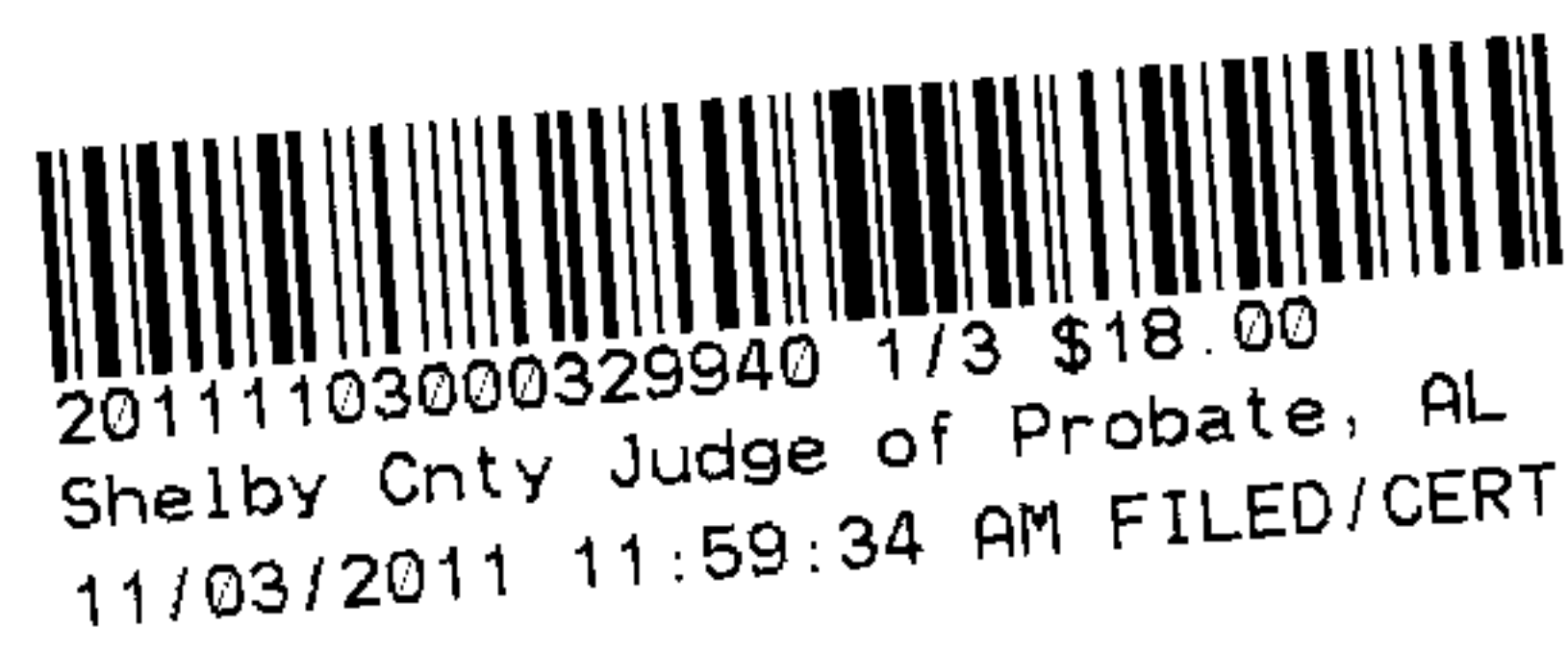
The Security Instrument is hereby amended and modified to add the herein described property as security under this Modification, to wit:

Lots 1662, 1663, and 1664 according to the Survey of Strathaven at Ballantrae, Phase 3, as recorded in Map Book 41, Page 144, Shelby County, Alabama Records

Lot 917, according to the Final Plat of Carnoustie Crest at Ballantrae Phase I, as recorded in Map Book 35, Page 71, in the Office of the Judge of Probate of Shelby County, Alabama.

In consideration of the mutual promises and agreement exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or the Security Instrument):

NOW THEREFORE, said now held mortgage shall be a valid first mortgage and is not impaired by this modification, it is agreed by the parties hereto that the legal description of the land



securing said mortgage is amended from the Original Legal Description to the Revised Legal Description.

1. Mortgagors hereby covenant, promise and agree and reaffirm to pay the note at all times, in the manner provided, to perform all covenants and obligations of the mortgage and to be bound by all terms of said note and mortgage.

2. This Agreement does not constitute the creation of new debt nor the extinguishment of the debt evidenced by said note, nor does it in any way impair the lien of said mortgage, which mortgagors acknowledge to be a valid existing first mortgage lien against the real property described herein and shall continue in full force and effect until fully satisfied.

3. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the 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.

4. All of the Lender's rights against all parties, including but not limited to all parties secondly liable, are hereby reserved.

5. This Agreement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators and assigns or successors and assigns of the respective parties hereto.

6. Borrower shall pay all costs of modification, including but not limited to document preparation, recording and title endorsements.

BORROWER:

DAL Properties, LLC



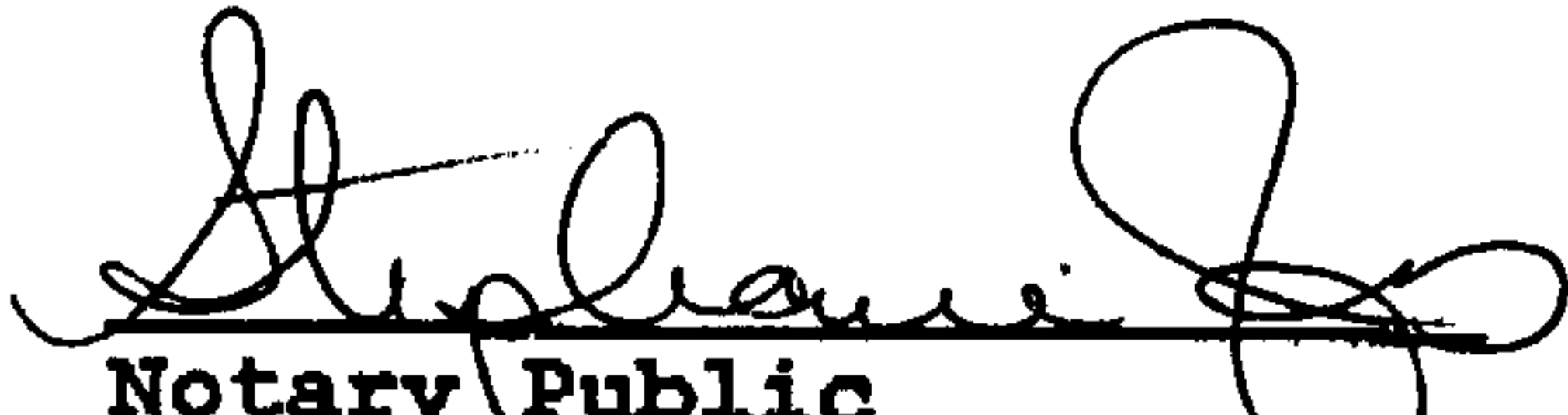
Dallan Ruch, Member



20111103000329940 2/3 \$18.00
Shelby Cnty Judge of Probate, AL
11/03/2011 11:59:34 AM FILED/CERT


State of Alabama
County of Shelby

I, the undersigned, a notary public in and for said county in said state, hereby certify that DALLAN RUCH whose name as MEMBER of DAL PROPERTIES, LLC is signed to the foregoing mortgage modification, and who is known to me, acknowledged before me on this day that, being informed of the contents of the mortgage modification, he as such duly authorized officer executed the same voluntarily for and as the act of said corporation.


Notary Public
My Commission Expires: 02-26-13

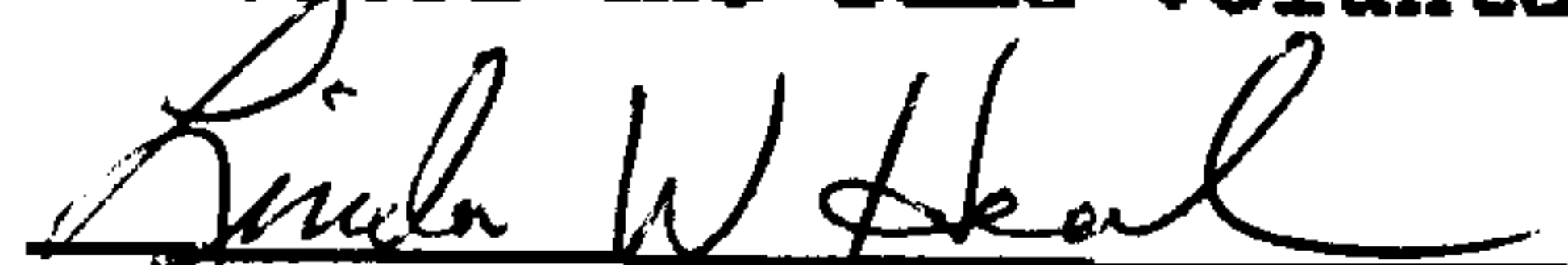
STEPHANIE JONES
Notary Public, State of Alabama
Alabama State At Large
My Commission Expires
February 26, 2013

LENDER:


Richard Ruch

State of Florida
County of Leon

I, the undersigned authority, a Notary Public, in and for said county in said state, hereby certify that Richard Ruch, whose name is signed to the foregoing mortgage modification and who is known to me, acknowledged before me on this day that, he being informed of the contents of said mortgage modification, he, executed the same voluntarily.


Notary Public
My Commission Expires:



This instrument prepared by:
John Holliman
2491 Pelham Pkwy.
Pelham, AL 35124



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Shelby Cnty Judge of Probate, AL
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