

CORRECTIVE LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement") made this 15th day of May, 2013, between **G & S DEVELOPMENT, LLC**, an Alabama Limited Liability Company ("Borrower") and **ALiant BANK, a division of USAMERIBANK**, a Florida banking corporation ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated November 13, 2007 and recorded in Instrument #20071127000538440 in the Office of the Judge of Probate of Shelby County, Alabama, corrective Mortgage recorded in Instrument #20090112000009540, and Loan Modification Agreement recorded in Instrument #20090730000293020, in the Office of the Judge of Probate Shelby County, Alabama (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, Corrective Mortgage and loan modification agreement and (3) Cross Default/Cross Collateralization Agreement recorded in Instrument #20130221000074360, in the Office of the Judge of Probate Shelby County, Alabama. In consideration of the mutual promises and agreements exchanged, the parties hereto agree to amend the legal description of the mortgage as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

Parcel 1

Lots 1, 2 and 3, according to the Survey of Bear Holler, Sector 1, as recorded in Map Book 38, Page 103, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Lots 4A, according to a Resurvey of Lots 4, 5 and 6 of Bear Holler, Sector 1, as recorded in Map Book 39, Page 40, in the Probate Office of Shelby County, Alabama, being situated in Shelby County, Alabama.

This Corrective Loan Modification Agreement is being recorded to correct the name of the borrower to read G & S Development, LLC instead of G & S Properties, LLC in the loan modification agreement recorded in Instrument #20090730000293020.


1. 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 day 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.

2. 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.

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.

Witness: 

Borrower
G & S Development, LLC

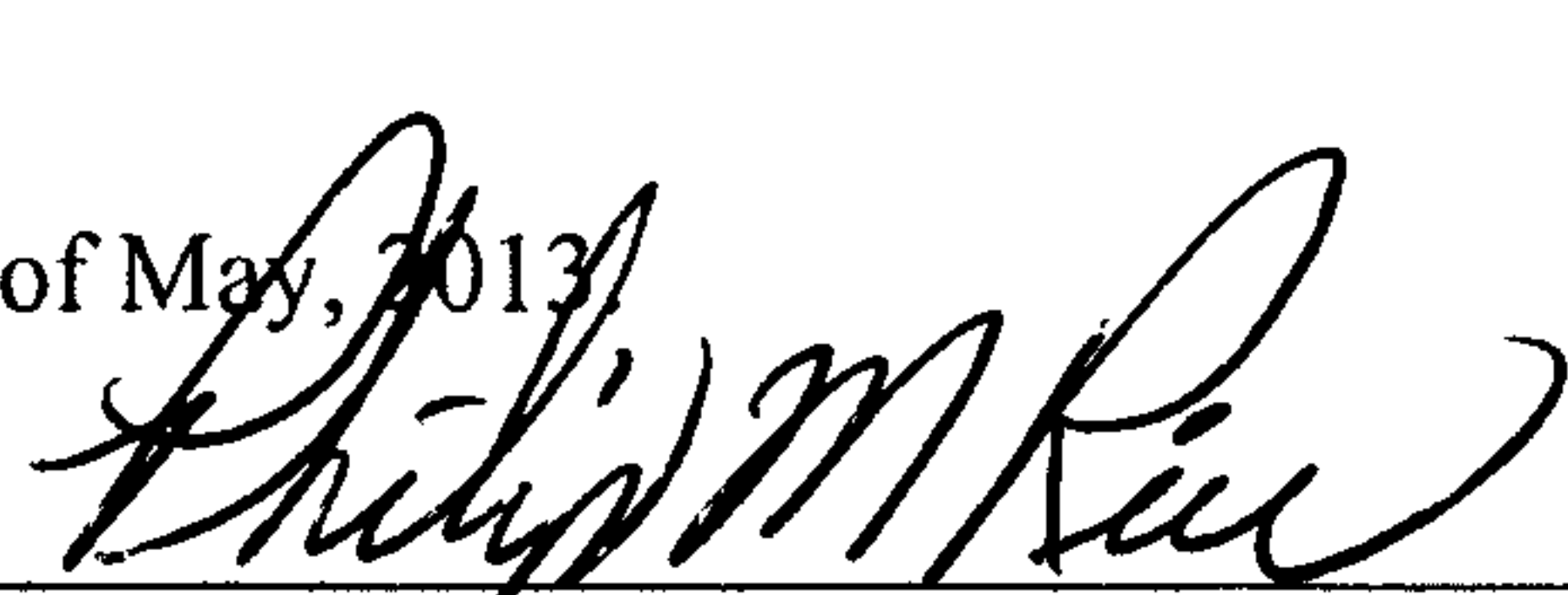
By:  (Seal)
Gregory B. Metcalf, member

STATE OF ALABAMA)
COUNTY OF JEFFERSON)


I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Gregory B. Metcalf, whose name as Member of G & S Development, 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 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 15th day of May, 2013

My Commission expires: _____


Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: May 1, 2014
BONDED WITH NOTARY PUBLIC UNDERWRITERS


20130614000244800 2/3 \$23.00
Shelby Cnty Judge of Probate, AL
06/14/2013 02:53:45 PM FILED/CERT

Witness: Lisa R. Irvine
Lisa R. Irvine

ALIAN BANK (Lender)

By: Paul Z. Rogers
Paul Z. Rogers
Its: Regional President

STATE OF ALABAMA)
COUNTY OF JEFFERSON)


I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Paul Z. Rogers, whose name as Regional President of ALIAN BANK, a division of USAMERIBANK, a Florida banking 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 the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said banking corporation.

Given under my hand and official seal this 10th day of June, 2013.

My Commission expires: 11-30-2014

Sylvia Renee Hancock
Notary Public

SYLVIA RENEE HANCOCK
Notary Public, Alabama State At Large
My Commission Expires November 30, 2014


20130614000244800 3/3 \$23.00
Shelby Cnty Judge of Probate, AL
06/14/2013 02:53:45 PM FILED/CERT