

STATE OF ALABAMA )  
SHELBY COUNTY )

MORTGAGE MODIFICATION AGREEMENT

THIS MORTGAGE MODIFICATION AGREEMENT is executed this 16th  
day of JULY, 2001, by and between COLONIAL BANK, a state banking corporation  
(the "Mortgagee") and WILLIAM W PAYNE III & WIFE, CAROL Z PAYNE  
(the "Mortgagor"), as follows:

WITNESSETH:

WHEREAS, on JANUARY 12, 2001, Mortgagor executed that certain  
Mortgage in favor of Mortgagee, which Mortgage was filed for recorded on the 27th day of  
FEBRUARY 2001, in the Office of the Judge of Probate of SHELBY  
County, Alabama, in Volume \*\*, Page \*\* (the "Mortgage"); and

**\*\*INSTRUMENT #2001-06643**

WHEREAS, the indebtedness secured by the Mortgage has been renewed, extended  
or modified pursuant to FIXED TO ADJUSTABLE EQUITY AGREEMENT  
(the "Agreement"), entered into by and between Mortgagor and Mortgagee on even date herewith;  
and

WHEREAS, the Mortgagor has requested that the mortgagee increase the credit  
limit under the Agreement to N/A and 00 /100 Dollars  
(\$ N/A); and

WHEREAS, it is the intention of the parties that the lien of the Mortgage secure  
the indebtedness as renewed, extended or modified by the Agreement;

NOW, THEREFORE, in consideration of the Agreement, and other good and  
valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties  
agree as follows:

1. This Modification is executed to modify the Mortgage to evidence the agreement of the  
parties that the lien of the Mortgage shall secure the indebtedness as amended and  
evidenced by the Agreement.
2. The Mortgage is modified to secure the credit limit of N/A  
and 00 /100 Dollars (\$ N/A).

3. The Mortgagor hereby reaffirms the terms, conditions and provisions of the Mortgage which shall remain in full force and effect as expressly provided therein. The Mortgagor acknowledges that by execution of this Modification and the Agreement, Mortgagor does not intend to effect a novation or substitution, but rather intends to effect an extension and renewal or modification of the original indebtedness now evidenced by the Agreement.
4. Mortgagor agrees and acknowledges that the indebtedness as renewed, extended or modified by the Agreement and secured hereby, is valid, binding and enforceable against the Mortgagor, and is not subject to any offsets, recoupment, deduction or other defenses of any kind or nature.
5. Except as modified hereby, the lien of the Mortgage shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Modification to be signed as of the day and year first above written.

COLONIAL BANK, a state banking corporation

By: Crystal Jennings  
Its: AVP

(Mortgagee)

X: William W Payne III  
WILLIAM W PAYNE III  
X: Carol Z Payne  
CAROL Z PAYNE  
(Mortgagor)

This Instrument Prepared by:

TAMMY WILSON

COLONIAL BANK

P.O. BOX 1887

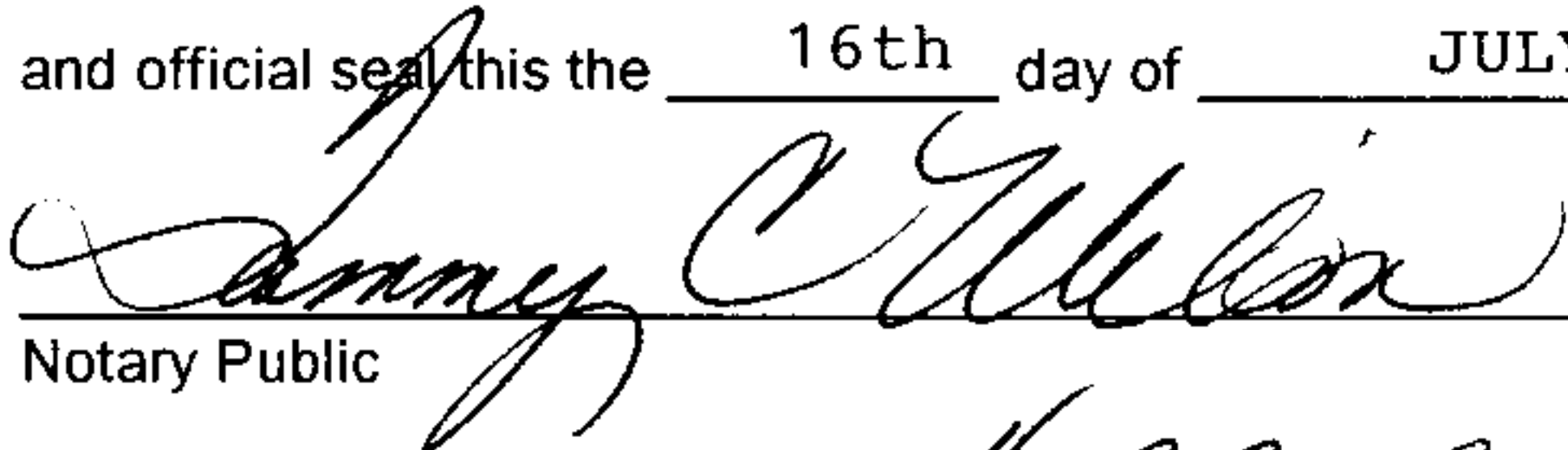
BIRMINGHAM, AL 35201

STATE OF ALABAMA )

COUNTY OF SHELBY )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that CRYSTAL TENNYSON, whose name as AVP of Colonial Bank, a state 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 said instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this the 16th day of JULY 2001 .

  
Notary Public

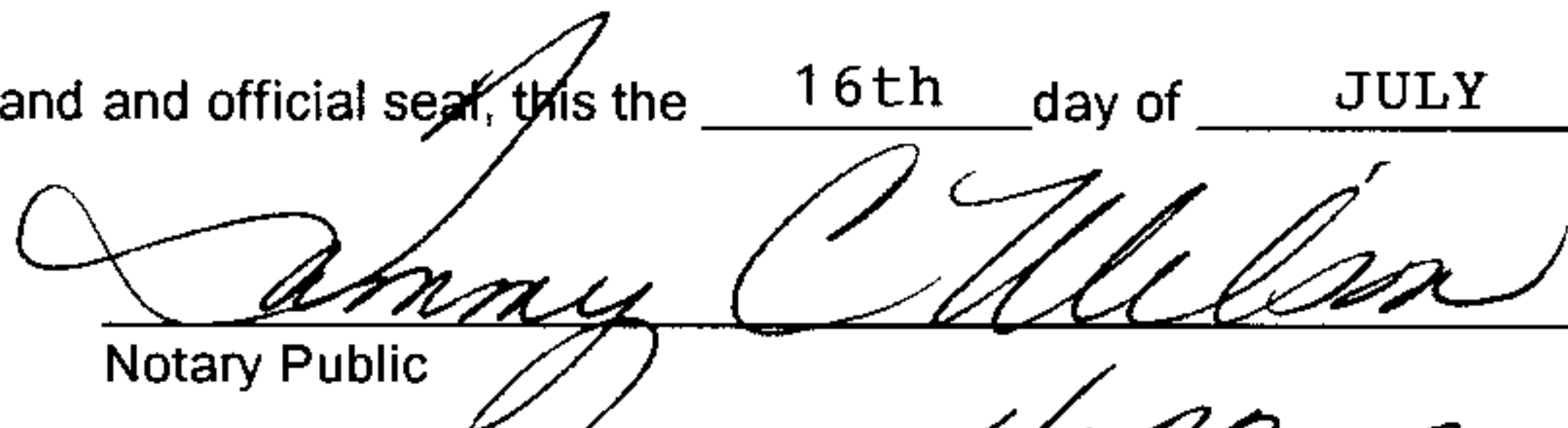
My Commission Expires: 4-22-02

STATE OF ALABAMA )

COUNTY OF SHELBY )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that WILLIAM W PAYNE III & CAROL Z PAYNE, whose name(s) is/are signed to the foregoing instrument, and who is/are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 16th day of JULY 2001 .

  
Notary Public

My Commission Expires: 4-22-02