

REAL ESTATE MORTGAGE NOTE AND LIEN AND MODIFICATION AGREEMENT

Original Principal Amount: \$454,750.00

Effective Date: March 30, 2001

WHEREAS the undersigned Borrower(s) (the "Borrower"), being legally obligated to pay the hereinafter described promissory note ("Note") and who [if not presently primarily liable for payment of said Note, does expressly assume the payment thereof] is primarily liable on said Note, said Note being in the original principal sum of \$454,750.00, dated January 10, 2001, executed by William Taylor Lovell, and payable to the order of Hibernia National Bank (the "Lender"), more fully described in a Mortgage, Deed of Trust or Security Deed (the "Security Instrument") duly recorded in Volume 2001, Page 01338, of the records of the Probate Court of Shelby County, State of Alabama, said Note being secured by the liens therein created or mentioned against the following described property, to-wit:

Lot 17, according to the Map and Survey of Greystone, 4th Sector, as recorded in Map Book 16, Page 89 A, B & C, in the Probate Office of Shelby County, Alabama. Mineral and Mining rights excepted.

Which has an address of 5084 Greystone Way, Birmingham, Alabama 35242, and who now desires to extend or rearrange the time or manner of [re]payment of said Note and to extend and carry forward said lien(s) on said property, whether created by the Security Instrument or otherwise, and

WHEREAS, Hibernia National Bank, the legal holder and owner of said Note (the "Holder"), and of the liens securing the same, in consideration of the premises and at the request of the Borrower has agreed to extend or rearrange the time or manner of payment of said Note as hereinafter provided:

NOW, THEREFORE, in consideration of the extension and renewal of said Note and the rearrangement of the time or manner of payment of said Note as hereinafter set forth by Holder thereof, the Borrower hereby renews and extends said Note and said indebtedness and said lien or liens and promises to pay, jointly and severally, to the order of Hibernia National Bank, at 11130 Industriplex Boulevard, Baton Rouge, Louisiana 70809, the sum of \$199,625.07 (being the present unpaid balance of said Note), together with interest at the rate of 7.00% per annum, which interest rate will change in accordance with Paragraph 2 below.

1. **REPAYMENT TERMS:** Initial principal and interest payments shall be payable in consecutive monthly installments of \$1,330.30 on the first day of each month beginning May 1, 2001. Borrower will make payments every month until all of the principal and interest and any other charges that may be owed under the Note are paid. If on February 1, 2031 Borrower still owes amounts under the Note, Borrower will pay those amounts in full on that date, which is called the "Maturity Date." The amount of monthly payments may change as a result of changes in the unpaid principal of the loan and in the interest rate Borrower will pay.
2. **INTEREST RATE AND MONTHLY PAYMENT CHANGES:** The interest rate which Borrower will pay may change on the first Day of February, 2006, and on that day every 12 months thereafter. Each date on which the interest rate could change is call a "Change Date." Beginning with the first Change Date, the interest rate will be based on an Index. The "Index" is the weekly average yield of the U. S. Treasury Securities adjusted to a constant maturity of one year. If the Index is no longer available, Holder will choose a new index that is based upon comparable information; Holder will give Borrower notice of this new Index.

The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index." Before each Change Date, the Holder will calculate the new interest rate by adding two and three-quarters percentage points (2.75%) to the Current Index. The Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). The Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that Borrower is expected to owe at the Change Date in full on the maturity date at the new interest rate in substantially equal payments. The result of this calculation will be the new amount of the monthly principal and interest payment.

The increase or decrease on any change Date will never be greater than two percentage points (2.0%). The maximum rate will never be greater than six percent (13.00%).

The new interest rate will become effective on each Change Date. Borrower will pay the amount of the new monthly payment beginning on the first monthly payment after the Change Date until the amount of the monthly payment changes again. Holder will deliver or mail to Borrower a notice of any changes in the interest rate and the amount of the new monthly payment before the effective date of any change. The notice will include any information required by law to be given to Borrower as well as the title and telephone number of a person who will answer any question Borrower may have regarding the notice.

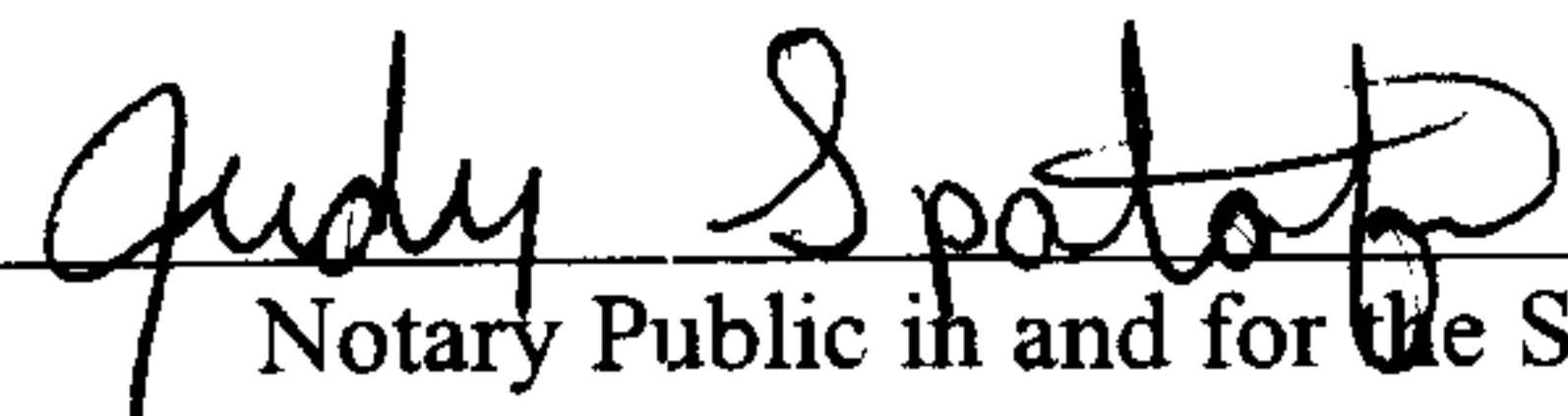
3. **SECURITY:** The indebtedness evidenced by this Note as extended and renewed is secured by the Security Instrument upon the property described herein, which lien(s) is renewed and extended for the term of the indebtedness and contains a provision for acceleration of the maturity of this Note as renewed and extended by this Agreement.

The Borrower hereby extends said liens on said property until said indebtedness and Note as so renewed and extended has been fully paid, and agrees that such extension or rearrangement shall in no manner affect or impair said Note or the liens securing the same and that said liens shall not in any manner be waived, the purpose of this instrument being simply to extend or rearrange the time or manner of payment of said Note and indebtedness and to carry forward all liens securing the same, which are acknowledged by the Borrower to be valid and subsisting. The Borrower further agrees that : (1) all terms and provisions of its said original Note and of the instrument or instruments creating or affixing the liens securing the same shall be and remain in full force and effect as therein written, except as otherwise expressly modified hereby or provided herein; (2) a breach of or default under any term of this Agreement shall constitute a breach of or default under the Note and Security Instrument; (3) the rights and remedies available to Holder under this Agreement are cumulative to the rights and remedies available under the Note and Security Instrument, and Holder's failure to exercise such rights and remedies under this Agreement shall not constitute a waiver of the rights and remedies available under the Note and Security Instrument; and (4) the terms and provisions of this Agreement shall benefit and bind the successors, heirs, and assigns of the parties hereto.

THUS DONE AND PASSED, on the 17th day of April, 2001, in the State of Alabama, County of Shelby, in the presence of the undersigned competent witnesses, who have hereunto subscribed their names, together with Borrowers, the undersigned representative of Holder, and me, Notary, after due reading of the whole.

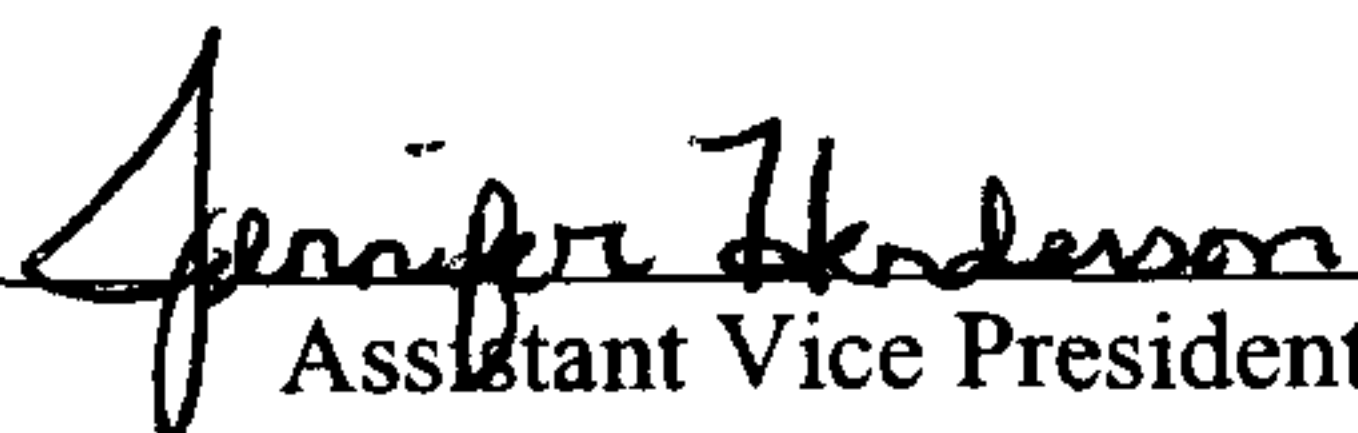

William Taylor Lovell Borrower

20020916000444540 Pg 2/2 15.00
Shelby Cnty Judge of Probate, AL
09/16/2002 13:09:00 FILED/CERTIFIED


Notary Public in and for the State of Alabama

My Commission Expires:
MY COMMISSION EXPIRES OCTOBER 11, 2004

Hibernia National Bank

By: 
Assistant Vice President

After Recording Return To:
Hibernia National Bank
Mortgage Servicing Department
11130 Industriplex Boulevard
Baton Rouge, Louisiana 70809

PREPARED BY & RETURN TO:
HIBERNIA NATIONAL BANK
11130 INDUSTRIPLEX BLVD.
BATON ROUGE, LA 70809
ATTN: RHONDA CAMPBELL