

THIS MORTGAGE AMENDS THE MORTGAGE DATED JANUARY 30, 2001, FILED FOR RECORD ON FEBRUARY 8, 2001 AT INSTRUMENT NO. 2001-04565 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, TO INCREASE THE AMOUNT OF INDEBTEDNESS AND LIEN FROM \$1,700,000.00 TO \$1,900,000.00. TAXES DUE ON THE AMOUNT OF INCREASE ONLY (\$200,000.00).

STATE OF ALABAMA)
COUNTY OF SHELBY)

NOTE AND MORTGAGE MODIFICATION AGREEMENT

This Agreement is by and between **THE BANK** ("Bank") **PHILIP T. COLE, AN UNMARRIED MAN** ("Borrower/Mortgagor").

WHEREAS, Borrower is indebted to Bank, as evidenced by a Promissory Note dated January 30, 2001 and Mortgage dated January 30, 2001 and

WHEREAS, Borrower and Bank desire to modify the terms of said Note and Mortgage as set forth herein.

NOW THEREFORE, for and in consideration of the premises, Borrower, Mortgagors and Bank agree that the terms of the Note and Mortgage are modified as follows:

THE AMOUNT OF INDEBTEDNESS AND LIEN OF SAID MORTGAGE IS INCREASED TO THE SUM OF ONE MILLION NINE HUNDRED THOUSAND AND NO/100 (\$1,900,000.00) DOLLARS.

SEE EXHIBIT "A" ATTACHED FOR LEGAL DESCRIPTION.

Except as modified herein, all of the terms and conditions of the Note and Mortgage and any and all other instruments executed in connection heretofore shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed effective the 8th day of October, 2002.

THE BANK

By: *D. A. Mays*

Its: *S.V.P.*

Philip T. Cole
PHILIP T. COLE

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that _____, whose name as _____ of **THE BANK**, a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he or she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 8th day of October, 2002.


Notary Public

My commission expires: _____

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **PHILIP T. COLE, AN UNMARRIED MAN**, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of such conveyance, he executed the same voluntarily on the date the same bears date.

Given under my hand and official seal this 8th day of October, 2002.



Notary Public

My Commission Expires: _____

My Commission Expires May 21, 2004

EXHIBIT "A"

LOT 105B, ACCORDING TO THE SURVEY OF COLE'S RESURVEY AT SHOAL CREEK, AS RECORDED IN MAP BOOK 28, PAGE 55, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.