

STATE OF ALABAMA

COUNTY OF SHELBY

14 02 03
20031110000745610 Pg 1/3 18.00
Shelby Cnty Judge of Probate, AL
11/10/2003 12:15:00 FILED/CERTIFIED

NOTE TO PROBATE COURT: This Amendment amends that certain Mortgage dated October 23, 2002 previously recorded in the Office of the Judge of Probate of Shelby County at Instrument Number 2002 1114000569080 and does not increase the amount of debt secured thereby above the principal amount for which mortgage tax was paid and does not extend the maturity date; therefore, no additional mortgage tax is due.

MORTGAGE MODIFICATION AGREEMENT

This Agreement is by and between National Bank of Commerce of Birmingham ("Bank") and Douglas A. Levene and Monica M. Levene, husband and wife ("Borrowers") and is dated October 31, 2003.

WHEREAS, one of the Borrowers, Douglas A. Levene, is currently indebted to Bank pursuant to a certain loan in the principal amount of \$595,000 (the "Loan"), as evidenced by a certain Adjustable Rate Note dated October 23, 2002 (the "Note").

WHEREAS, the Loan is secured by a certain Mortgage dated October 23, 2002 executed by Borrowers in favor of Bank and recorded in the Office of the Judge of Probate of Shelby County, Alabama as Instrument Number 2002 1114000569080 (the "Mortgage").

WHEREAS, concurrently herewith, Borrowers have requested that Bank modify certain provisions of the Note and the Loan to (among other things) change the date the Loan converts from a construction loan to a permanent loan, pursuant to the terms of a certain Note and Loan Modification Agreement of even date herewith (the "Modification Agreement").

WHEREAS, Bank is willing to enter into the Modification Agreement on the condition, among others, that Borrowers enter into this Agreement to amend and modify the Mortgage to reflect the modification to the Note and Loan secured thereby as set forth in the Modification Agreement and to make certain other changes thereto.

NOW, THEREFORE, for and in consideration of the foregoing premises, Borrowers and Bank agree as follows:

1. The Mortgage is hereby modified and amended as follows:

(a) On Page 2, the definition of Note is hereby amended by inserting the phrase: "(as modified and amended by that certain Note and Loan Modification Agreement executed October 31, 2003 executed by the Borrower and the Bank)" after the date "October 23, 2002".

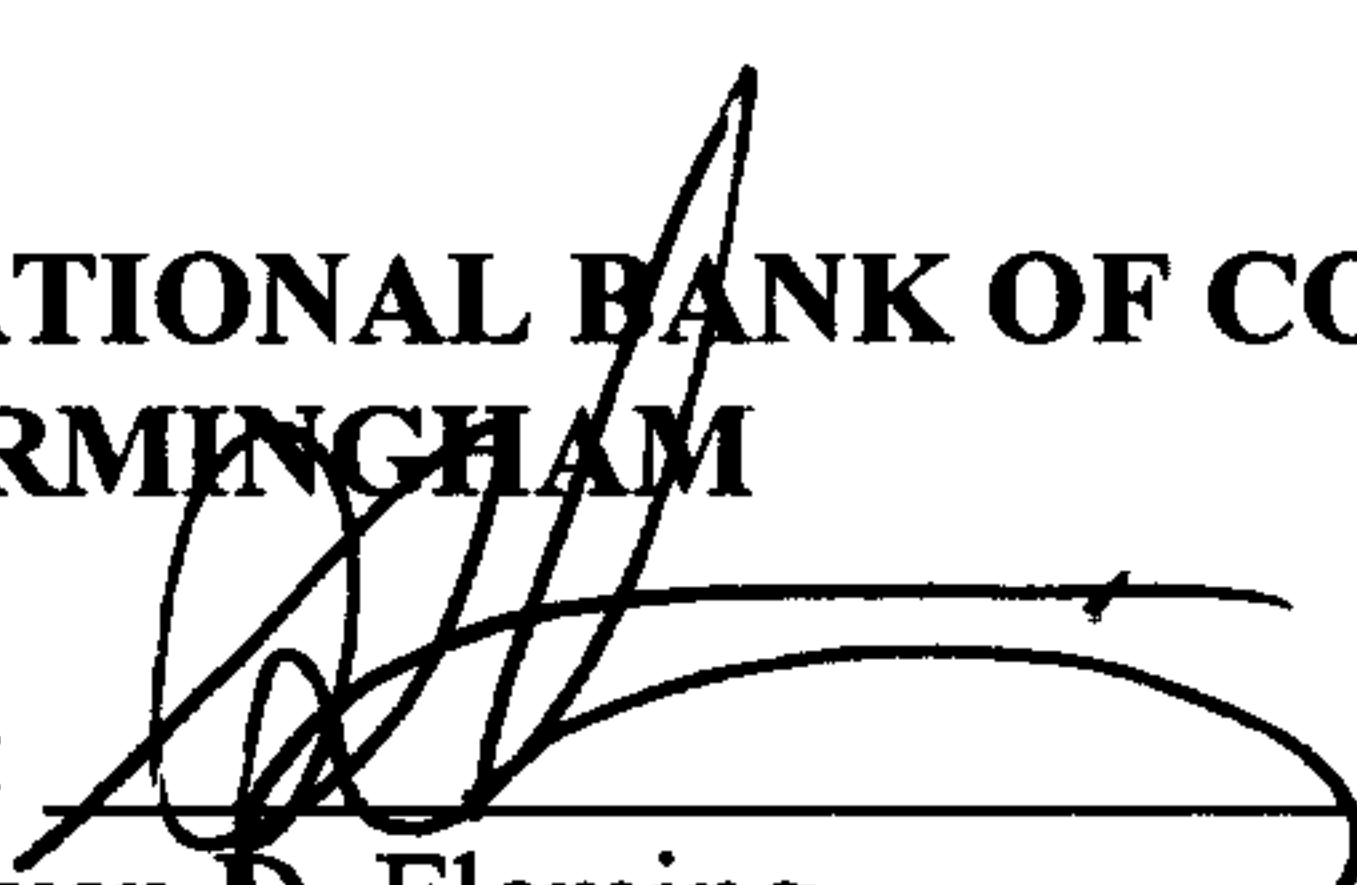
(b) On Page 1 in Section A 4(A) of the Adjustable Rate Rider, the date "the first day of November, 2008" is hereby deleted and the date "the first day of May, 2009" is hereby substituted therefor.

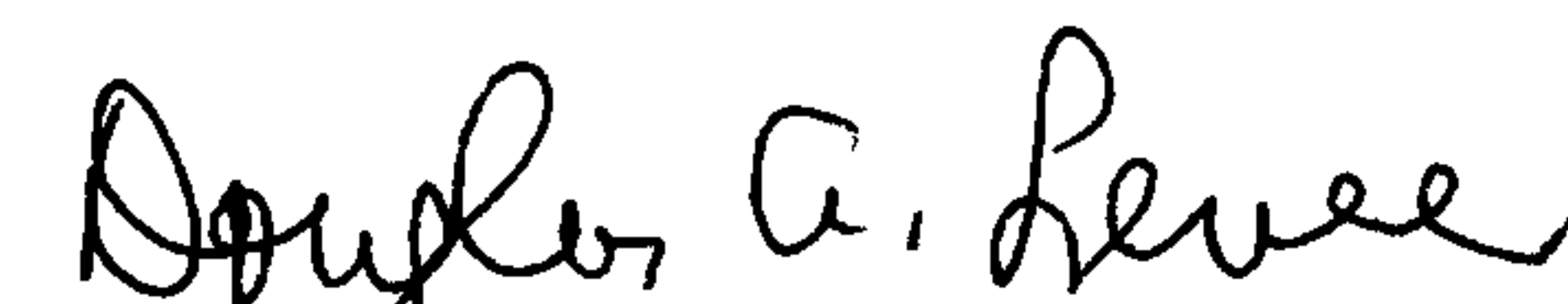
2. Except as modified herein or in the Modification Agreement, all of the terms and conditions of the Mortgage, Loan Agreement, the Note and of any and all other instruments executed in connection with the Loan shall remain in full force and effect. Nothing contained in this Agreement shall be deemed to constitute a novation of the terms of the Mortgage nor impair any liens granted to Bank thereunder, nor affect any of the rights, powers or remedies of Bank under the Mortgage, nor constitute a waiver of any provision thereof.

IN WITNESS WHEREOF, parties hereto have caused this instrument to be executed on October 31, 2003.

ATTEST:

NATIONAL BANK OF COMMERCE OF
BIRMINGHAM

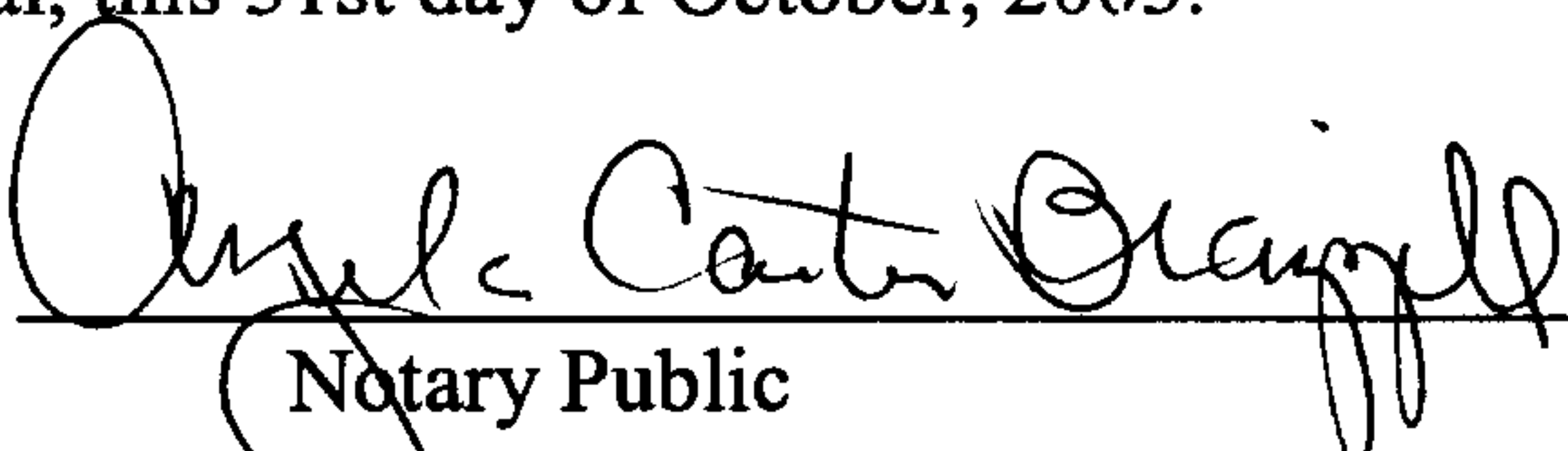
By: 
Steven D. Fleming
Its Senior Vice President


Douglas A. Levene

STATE OF ALABAMA)
COUNTY OF Jefferson)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Douglas A. Levene whose name 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 31st day of October, 2003.


Notary Public

AFFIX SEAL

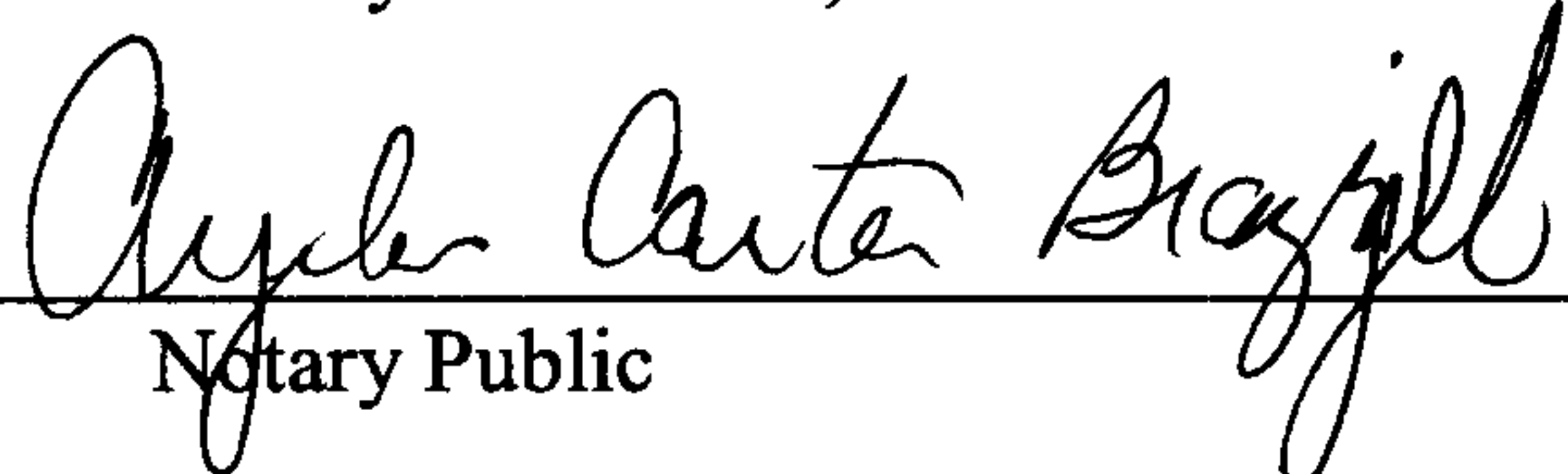
My commission expires: _____

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Aug 18, 2007
BONDED THRU NOTARY PUBLIC UNDERWRITERS

STATE OF ALABAMA)
COUNTY OF Jefferson)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Steven D. Fleming, whose name as Senior Vice President of National Bank of Commerce of Birmingham, a national banking association, 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, 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 31st day of October, 2003.



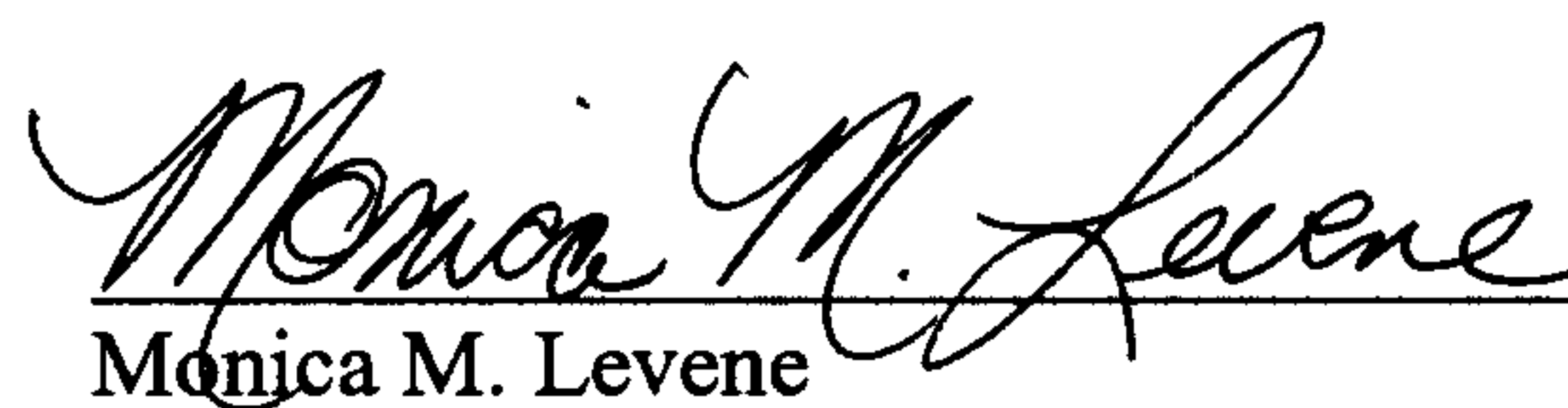
Notary Public

AFFIX SEAL

My commission expires: _____

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Aug 18, 2007
BONDED THRU NOTARY PUBLIC UNDERWRITERS

Douglas A. Levene

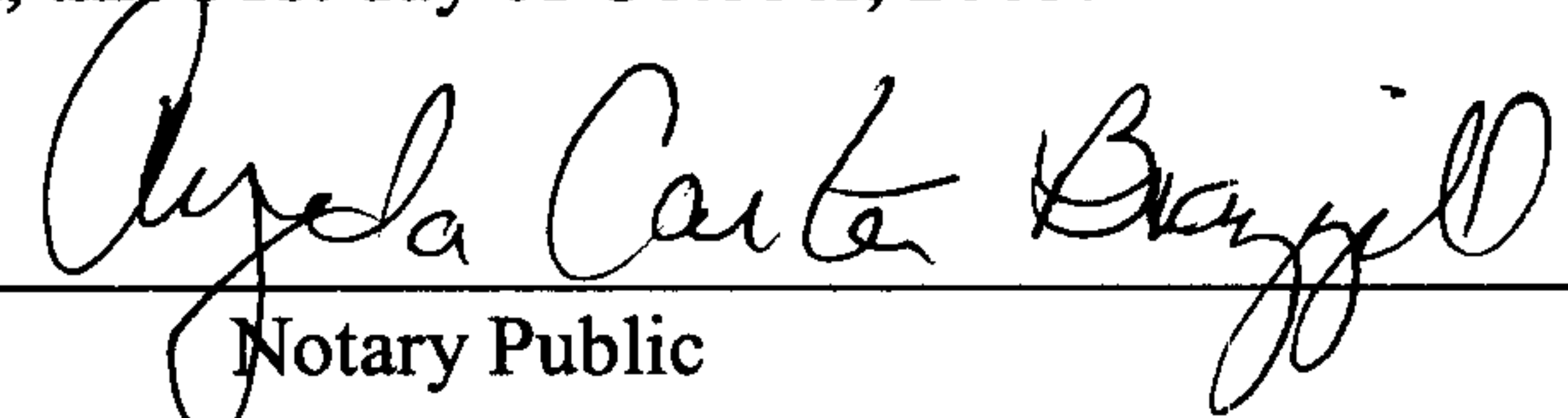


Monica M. Levene

STATE OF ALABAMA)
COUNTY OF Jefferson)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Douglas A. Levene and wife, Monica M. Levene whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 31st day of October, 2003.



Notary Public

AFFIX SEAL

My commission expires: _____

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Aug 18, 2007
BONDED THRU NOTARY PUBLIC UNDERWRITERS