

MORTGAGE MODIFICATION AGREEMENT

Loan Account Number: 15313

THIS MORTGAGE MODIFICATION AGREEMENT is made this 15th day of August, 2005, by and between Howard Rush, and wife Stacey Rush (hereinafter the "Mortgagor(s)") and Covenant Bank (hereinafter the "Lender").

WITNESSETH:

WHEREAS, on 01/10/2005, Mortgagor(s) executed and delivered to Lender a Real Estate Mortgage (hereinafter the "Mortgage") in the amount of \$300,000.00 filed for record on 01/26/2005 and recorded in Instrument#20050126000039720 in the Probate Office of Shelby County, Alabama;

WHEREAS, Mortgagor(s) have requested and Lender has agreed to modify certain provisions of said Mortgage in the manner set forth herein below;

NOW, THEREFORE, it is hereby agreed by and between the Mortgagor(s) and the Lender that commencing with the date of this agreement of terms and provisions of said "Mortgage" are amended as follows:

MAXIMUM OBLIGATION LIMIT: The total principal amount secured by this Security Instrument at any one time shall not exceed \$388,000.00.

Except as herein modified, all other provisions and terms of the Mortgage shall remain in full force and effect and is hereby ratified and affirmed in all respects by the Mortgagor(s). Mortgagor(s), by these present, do hereby aver and confirm that they have no defenses or offsets with respect to Mortgagor(s) obligations pursuant to the Mortgage as is herein modified.

IN WITNESS WHEREOF, Mortgagor(s) and Lender have executed this Mortgage Modification Agreement as of the month, day and year first set forth herein above.

MORTGAGOR(S)

BY: Howard Rush
Howard Rush

BY: Stacey Rush
Stacey Rush

COVENANT BANK

BY: John A. Rutledge
ITS: EVP

STATE OF ALABAMA
COUNTY OF

I, the undersigned, a Notary Public in and for said County and said State, hereby certify Howard Rush and Stacy Rush whose name(s) is/are signed to the foregoing Mortgage Modification Agreement, and that who is known to me, acknowledged before me on this day that, being fully informed of the contents of said agreement, being executed the same voluntarily on the day the same bears date.

Given under my hand and seal this, the 15 day of August, 2005.

Notary Public

My commission expires:

Carrie A. Strawbridge
5/27/08

STATE OF ALABAMA
COUNTY OF

I, Carrie Strawbridge, a Notary Public in and for said county and in said state, hereby certify that Johnny Dutton, whose name as Executive Vice President of Covenant Bank, a corporation signed the foregoing agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of the agreement, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal this, the 15 day of August, 2005.

Notary Public

My commission expires:

Carrie A. Strawbridge
5/27/08