

THIS INSTRUMENT PREPARED BY: Ben L. Zarzaur, Attorney
Najjar Denaburg, P.C.
2125 Morris Avenue, Birmingham, Alabama 35203

MORTGAGE MODIFICATION AGREEMENT

original mtg 397,560.00

THE STATE OF ALABAMA)
COUNTY OF SHELBY)

This Agreement is by and between Bank of Alabama, (hereinafter referred to as "Bank") and E. Wayne McCain and spouse, Lynne McCain, (hereinafter referred to as "Borrower").

WHEREAS, Borrower is indebted to Bank as evidenced by a Note dated June 30, 1992 ("Note"); and secured by a Mortgage on real property situated in Shelby County, Alabama, such Mortgage being recorded in Instrument #1992-13545, in the Office of the Judge of Probate of Shelby County, Alabama, ("Mortgage"); and

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

NOW, THEREFORE, for and in consideration of the premises, Borrower and Bank agree that the Mortgage is modified as follows:

A new Adjustable Rate Note and Adjustable Rate Rider, which are hereby attached and incorporated by reference, dated February 23, 1993 in the amount of \$397,560.00 replacing that Note as mentioned above and also incorporating a second parcel of real property to that Mortgage mentioned above, in which that real property is more particularly described as:

Parcel II:

Lot 161, according to the Survey of Weatherly, Sector 2, Phase 2, as recorded in Map Book 14, Page 73 A, B, & C in the Probate Office of Shelby County, Alabama; being situated in Shelby county, Alabama.

THE BORROWER, LYNNE MCCAIN, IS ONE AND THE SAME PERSON AS LYNN MCCAIN, LYNNE P. MCCAIN AND LYNN P. MCCAIN.

Except as modified herein, all of the terms and conditions of the Mortgage shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed effective this 23rd day of February, 1993.

LENDER:

ATTEST

BANK OF ALABAMA

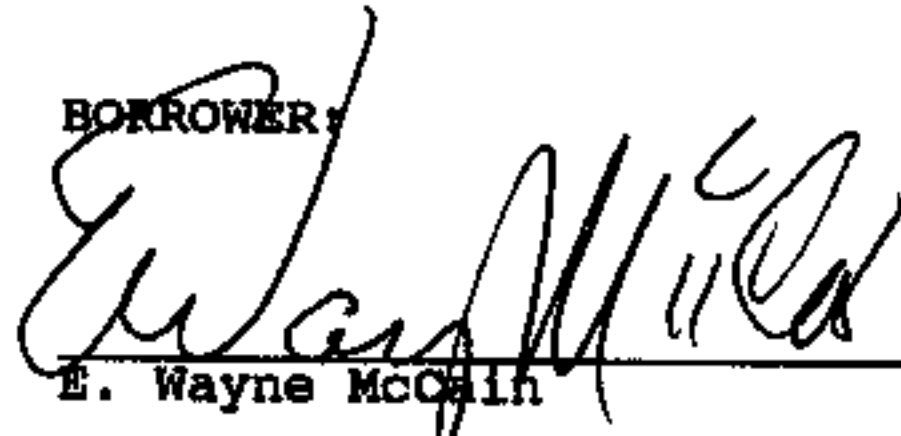
ITS: _____

BY:  _____

ITS:  _____

WITNESS

BORROWER:


E. Wayne McCain


Lynne McCain

Inst # 1993-06305

03/05/1993 06:305

01:30 PM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

005 MCD 116.50

THE STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that James Cooper, Jr. whose name as Senior Vice-President of Bank of Alabama, a Bank, is signed to the foregoing conveyance, and who is known to me, acknowledged before me and with full authority, executed the same voluntarily for and as the act of said Bank.

Given under my hand and official seal this 23rd day February, 1993.

Karla U. Franklin
Notary Public
My commission expires: 10-6-96

THE STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that E. Wayne McCain and spouse, Lynne McCain, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 23rd day February, 1993.

Karen Sue Underwood
Notary Public
My commission expires: 6/23/93

ADJUSTABLE RATE NOTE
(1 Year Treasury Index- Rate Caps)

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. THIS NOTE LIMITS THE AMOUNT MY INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE I MUST PAY.

.....February 23....., 19 93.....Birmingham.....Alabama.....
[City] [State]

.....176 Weatherly Way, Alabaster, Alabama 35007.....
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$397,560.00..... (this amount is called "principal", plus interest, to the order of the Lender. The Lender is BANK OF ALABAMA, a bank organized under the laws of Alabama. In this Note, references to "I", "me", and "my" shall refer to each person who signs this Note. If more than one person signs this Note, each person is jointly and severally liable for payment in full of this Note.

I understand that the Lender may transfer this Note. The Lender (or anyone who takes this Note by transfer and who is entitled to receive payments under this Note) is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 8.50%. The interest rate I will pay will change in accordance with Section 4 of this Note.

The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making payments every month.

I will make my monthly payments on the first day of each month beginning on April 1....., 1993.. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on July 1, 2012....., I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "maturity date."

I will make my monthly payments at BANK OF ALABAMA, 1209 Decatur Highway, Fultondale, Alabama, or at a different place if required by the Note Holder.

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. \$3,495.85..... This amount may change.

(C) Monthly Payment Changes

Changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of July....., 1997.. and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding ~~Two & three-quarters~~ ^{percentage} points (~~2.75%~~) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than ~~10.50~~.....% or less than ~~6.50~~.....%. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding twelve months. My interest rate will never be greater than ~~14.50~~.....% nor less than ~~6.50~~.....%.

(E) Effective Date Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

5. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so.

I may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due dates of my monthly payments unless the Note Holder agrees in writing to those changes. My partial prepayment may reduce the amount of monthly payments after the first Change Date following my partial prepayment. However, any reduction due to my partial prepayment may be offset by an interest rate increase.

6. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit, and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

7. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of ten (10) calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5% of my overdue payment of principal and interest, but not less than \$.50 or more than \$100.00. I will pay this late charge promptly but only once on each late payment.

(B) Default

The occurrence of any of the following events will be a default under this Note:

- (i) If I do not pay the full amount of each monthly payment on the date it is due;
- (ii) If any maker, guarantor or endorser of this Note shall die, become insolvent, or file or have filed against him, her or it a petition under any chapter of the Bankruptcy Code;
- (iii) If any default or breach occurs under the Security Instrument (as described in paragraph 11 of this Note) or under any of the other agreements, if any, that may be referenced at paragraph 11 of this Note;

(iv) If any part of the real property which secures this Note under the Security Instrument is sold, transferred or leased without the prior written consent of the Note Holder.

(C) Notice of Default

If a default occurs, the Note Holder may, at its option and without any requirement of notice or demand, require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

8. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

10. WAIVERS

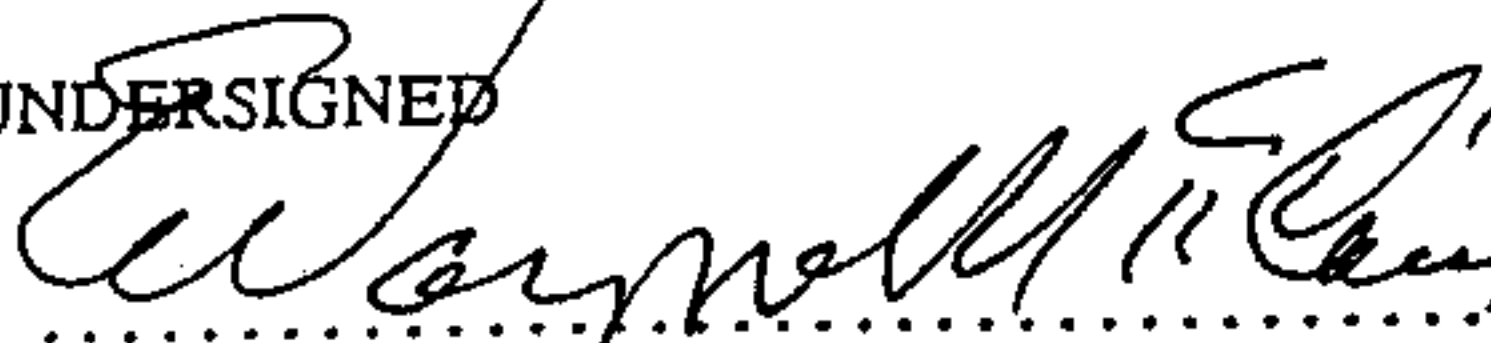
I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

11. SECURED NOTE

In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes certain other conditions, in addition to those specified in this Note, under which I may be required to make immediate payment in full of all amounts I owe under this Note.

This Note is also secured by (describe separate agreements, as applicable): Mortgage Modification Agreement
dated the same date of this Note.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED

 (Seal)
E. Wayne McCain -Borrower

 (Seal)
Lynne McCain -Borrower

..... (Seal)
-Borrower

Inst # 1993-06305

03/05/1993-06305
01:30 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE.
005 MCD 116.50