

MORTGAGE MODIFICATION AGREEMENT

THIS AGREEMENT, is made this 28th day of May, 1993,
by and between Barry R. Bright and wife, Victoria A. Bright
hereinafter called "MORTGAGOR" and Dothan Federal Savings Bank
hereinafter call "MORTGAGEE."

RECITALS:

A. MORTGAGEE is the owner and holder of that certain mortgage (MORTGAGE) dated March 1, 1993 made by the MORTGAGOR to MORTGAGEE, recorded in Instrument # 1993-06439 Public Records of Shelby County, Alabama, securing a debt evidenced by a promissory note (NOTE) dated March 1, 1993, in the original amount of \$140,000.00, which MORTGAGE encumbers property more particularly described in said MORTGAGE.

B. MORTGAGOR, the owner in fee simple of all of the property subject to MORTGAGE, has requested MORTGAGEE to modify NOTE and MORTGAGE and the parties have mutually agreed to modify the term thereof in the manner hereinafter appearing.

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth and in consideration of the sum of TEN DOLLARS (\$10.00), each to the other in hand paid, and other valuable considerations, their receipt and sufficiency of which is hereby acknowledged, the parties hereto mutually covenants and agree as follows:

1. The unpaid principal balance of NOTE is \$140,000.00 and that interest has been paid to Dothan Federal Savings Bank.

2. The terms and provisions of the NOTE and amended and modified in accordance with the terms and provisions of Exhibit "A", attached hereto and incorporated herein by reference, entitled Note Modification Agreement.

3. The terms and provision of the MORTGAGE are amended and modified in accordance with the terms and provision of Exhibit "B", attached hereto and incorporated herein by reference, entitled Addendum to Mortgage.

4. Nothing herein invalidates or shall impair or release any covenants, conditions, agreements, or stipulations in NOTE and MORTGAGE and the same, except as here modified shall continue in full force and effect, and the undersigned further covenant and agree to perform and comply with and abide by each of the covenants, agreements, conditions and stipulations of NOTE and MORTGAGE which are not inconsistent herewith.

5. All MORTGAGEE'S rights against all parties, including but not limited to all parties secondarily liable, are hereby reserved.

6. This Agreement shall by binding upon and shall inure to the benefit of the heirs, executors, administrators and assigns, or successors and assigns, of the respective parties hereto.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto the day and year first above written.

Signed, sealed and delivered
in the presence of:

"MORTGAGORS"

Barry R. Bright
Barry R. Bright

Victoria A. Bright
Victoria A. Bright

"MORTGAGEE"

DOOTHAN FEDERAL SAVINGS BANK

Charles A. Williams
Charles A. Williams,
President and CEO

06/25/1993-18642
11:40 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 NCB 14.00
Inst # 1993-18642
Clay Sweeting

STATE OF Alabama)
COUNTY OF _____) SS

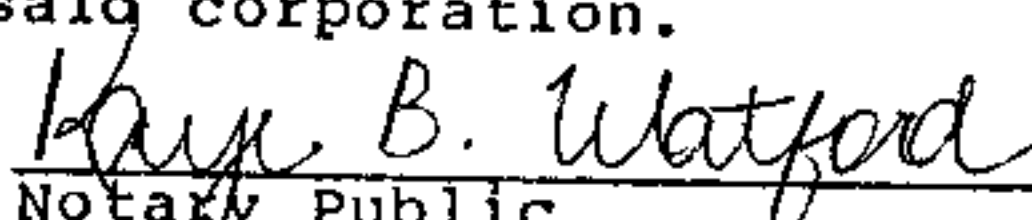
The foregoing instrument was acknowledged before me
this 28th day of May, 1993.


Notary Public

My Commission Expires: 5-29-95

STATE OF ALABAMA)
COUNTY OF HOUSTON) SS

The foregoing instrument was acknowledged before me
this 28th day of May, 1993 by Charles A. Williams
President and CEO as _____ of Dothan
Federal Savings Bank, on behalf of said corporation.

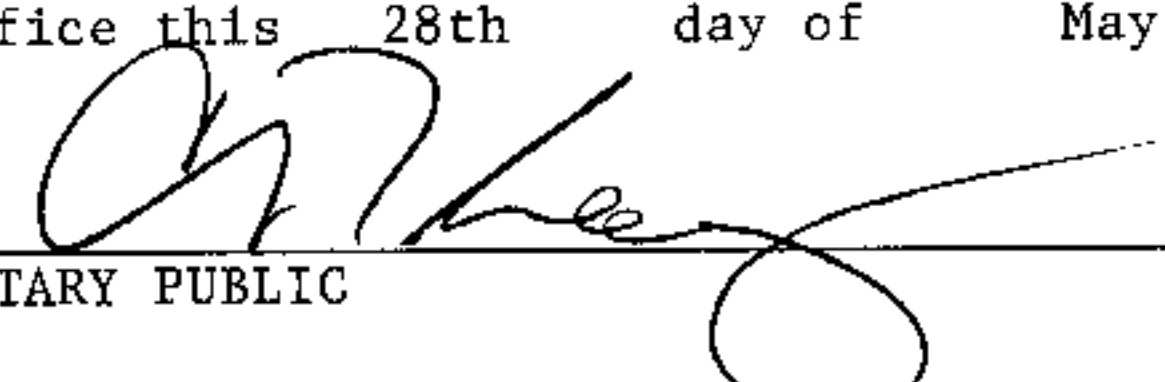

Notary Public
Kaye B. Watford

My Commission Expires: 2-25-96

STATE OF Alabama
COUNTY OF Jefferson

I, the undersigned, a Notary Public in and for said county and in said
state, hereby certify that Barry R. Bright and wife, Victoria A. Bright
, whose name(s) are _____ signed to the
foregoing conveyance, and who are _____ known to me, acknowledged before me
that, being informed of the contents of the conveyance, they _____ executed
the same voluntarily and as their _____ act on the day the same bears date.

Given under my hand and seal of office this 28th day of May,
1993.


NOTARY PUBLIC

My commission expires: 5/29/95

This instrument prepared by: Clayton T. Sweeney
2700 Highway 280 East, Suite 150E
Birmingham, AL 35223

EXHIBIT A

NOTE MODIFICATION AGREEMENT

WHEREAS, Mortgagee and Mortgagors desire to modify said Mortgage Note and change the first payment date of said note evidencing indebtedness as sated and secured by aforesaid document.

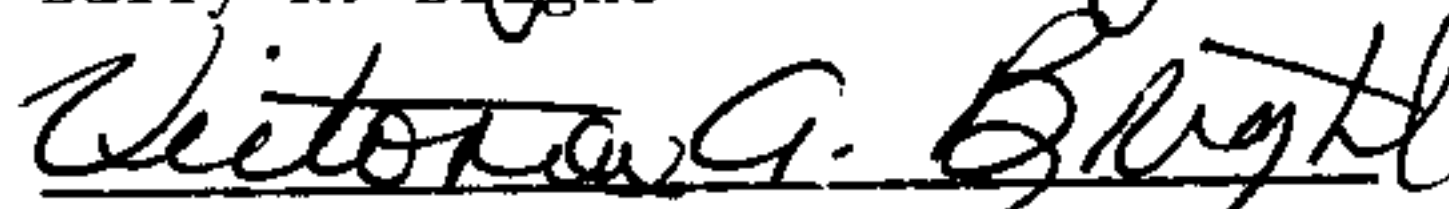
NOW THEREFORE, in consideration of mutual covenants and agreements contained herein, and other good and valuable consideration, it is agreed.

1. That the unpaid principal balance of the first note upon the dated of this instrument is \$ 140,000.00.

2. That the Mortgagors as evidenced by their signatures on this Note Modification Agreement hereby promise and agree to pay the indebtedness of \$ 140,000.00 at the interest rate of Eight and One-Quarter per cent per annum (8.25)%. First payment of principal and interest in the amount of \$ 1051.77 shall be due on July 1, 19 93 and on the 1st day of each month thereafter until the maturity date of June 1, 2023. Monthly mortgage payments shall be first applied to interest and the balance toward the unpaid principal balance of indebtedness. Mortgagors understand that if any payment is received after (15) days of the due date a late charge of 5% will be assessed.

In all other respects, said mortgage contract shall remain in full force and effect, and the said mortgagors promise and agree to pay said indebtedness as herein stated and to perform all of the obligations of said mortgage contract as herein revised.


Barry R. Bright


Victoria A. Bright

Clay Dunning

EXHIBIT B

ADDENDUM TO MORTGAGE


WHEREAS, Mortgagee and Mortgagors desire to modify said Mortgage and to change the maturity date of said mortgage evidencing indebtedness as stated and secured by aforesaid document,

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, it is agreed:

1. That the maturity date is hereby changed from October 1, 2023. to June 1, 2023.

In all other respects, said mortgage contract shall remain in full force and effect, and the said Mortgagors promise and agree to pay said indebtedness as herein stated and to perform all of the obligation of said mortgage contract as herein revised.


Barry R. Bright


Victoria A. Bright

Inst # 1993-18642

06/25/1993-18642
11:40 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 MCD 14.00

Clay Sweezy