

Please Return to:
COLONIAL BANK
Post Office Box 5627
Montgomery, Alabama 36103-5627

430083

RENEWAL, EXTENSION AND MODIFICATION AGREEMENT

(1 Year Treasury Index - Rate Caps)

This Agreement is made and entered into to be effective the 17th day of MARCH 2000
by and between
COLONIAL BANK (hereinafter
referred to as "Note Holder") and
JAMES W. GORE, A MARRIED PERSON

(hereinafter referred to as "Borrower" whether one or more), said Borrower being legally obligated to pay
the hereinafter described Promissory Note

A On SEPTEMBER 21, 1999
JAMES W. GORE, A MARRIED PERSON JOINED HEREIN BY HIS SPOUSE CHERYL GORE

executed that one certain Promissory Note (the "Note") payable to the order of
COLONIAL BANK
in the original principal sum of \$ 300,000.00 . Payment of Note is secured by, among
other instruments, a Deed of Trust/Mortgage/Security Deed ("Security Instrument") of even date therewith
duly recorded in
INST # 1999 40567 of
SHELBY County, ALABAMA, which instrument encumbers and
creates liens against the following described property (the "Property") located at
4528 HIGH COURT CIRCLE, BIRMINGHAM, ALABAMA 35242
to-wit:

LOT 6, ACCORDING TO THE SURVEY OF GREYSTONE, 4TH SECTOR, PHASE II, AS RECORDED
IN MAP BOOK 22, PAGE 27 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.
BEING SITUATED IN SHELBY COUNTY, ALABAMA

MINERAL AND MINING RIGHTS EXPECTED

JARMMOD1 (03/98)

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Initials

X
XCH

Inst # 2000-11668

04/10/2000-11668
11:07 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
011 MWS 483.50

(The above referenced Note, Security Instrument and all other instruments evidencing and/or securing the Loan Instruments being hereby collectively referred to as either the "Loan" or the "Loan Instruments", as the context may require.)

B. Note Holder and Borrower have determined it would be mutually advantageous and desirable to renew, extend and modify the terms of the Loan as set forth in this Agreement.

Now, therefore, in consideration of the mutual agreements contained herein, Borrower and Note Holder hereby agree as follows (notwithstanding anything to the contrary contained in the Loan Instruments):

1. The foregoing recitals are true and accurate and are incorporated herein by reference.
2. The Loan and the instruments evidencing and/or securing same shall be and are hereby renewed, extended and modified as follows:
 - (i) It is expressly agreed that as of the effective date of this Agreement, the unpaid principal balance of the Loan is \$ 250,000.00
 - (ii) Interest will be charged on unpaid principal until the full amount of principal has been paid. Interest will accrue at a yearly rate of 7.7500 %. The interest rate may change in accordance with the provisions set forth below. The interest rate required by this Section (ii) and Section (iv) hereof is the rate at which interest will accrue both before and after any default described herein or in the Loan Instruments.
 - (iii) (a) Principal and interest payments will be made every month. The monthly payments will be made on the 17th day of each month beginning on APRIL 17, 2000. The payments will be made every month until all of the principal and interest and any other charges described herein or that may be owed under the Note have been paid in full. The monthly payments will be applied to interest before principal. If, on MARCH 17, 2030, any amounts are still owed under the Note, those amounts will be paid in full on that date, which is called the "Maturity Date". Monthly payments will be made at
 Post Office Box 5650
 Montgomery, Alabama 36103-5650
 or at a different place if required by the Note Holder.
 - (b) Each of the initial monthly payments will be made in the amount of U.S. \$ 1,791.03. This amount may change.

- (c) Changes in monthly payment will reflect changes in the unpaid principal of the Loan and in the interest rate that must be paid. The Note Holder will determine the new interest rate and the changed amount of the monthly payment in accordance with Section (iv) hereof.
- (iv) (a) The interest rate that will be paid may change on the 17th day of MARCH, 2003, and on that day every 12 months thereafter. Each date on which the interest rate could change is called a "Change Date."
- (b) Beginning with the first Change Date, the 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 the Change Date is called the "Current Index". If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give Borrower notice of this choice.
- (c) Before each Change Date, the Note Holder will calculate the new interest rate by adding TWO AND SEVEN-EIGHTHS ----- percentage point(s) (2.8750 %) 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 limit stated in Section (iv) (d) below, this rounded amount will be the 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 Borrower is expected to owe at the Change Date in full on the Maturity Date at the new interest rate in substantially equal payments. The result of this calculation will be the new amount of the monthly payments.
- (d) The interest rate cannot increase or decrease by more than TWO ----- percentage points (2.0000 %) at the first adjustment or more than TWO ----- percentage points (2.0000 %) per subsequent interest rate adjustments. The interest rate will never be greater than 13.7500 % per annum, which is called the "Maximum Rate".
- (e) The new interest rate will become effective on the Change Date. Borrower will pay the amount of the new monthly payment beginning on the first monthly payment after the Change Date until the amount of the monthly payment changes again.

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

(v) Uniform Covenant 17 of the Security Instrument is described as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

- (vi) Borrower also will comply with all other covenants, agreements, and requirements of the Loan Instruments as modified hereby, including without limitations, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Loan Instruments.

3. Except as expressly provided herein, the Loan and all instruments evidencing same shall remain unchanged and unimpaired. By entering into this Agreement, the parties hereto have no intention whatsoever to extinguish or discharge the indebtedness or liens evidenced by the Loan Instruments or to effect any novation rather, the parties hereto intend merely to renew, extend and modify the obligations of Borrower contained in the Loan Instruments and carry forward all liens securing the Loan (which are acknowledged by Borrower to be valid and subsisting, as expressly provided in this Agreement).

4. The provisions of this Agreement shall bind and inure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto.

5. A breach or other default of any of the terms of this Agreement by Borrower shall constitute a breach or default under the Note and Security Instrument, and Note Holder shall thereupon have the right to seek all remedies available to it under the aforesaid Loan Instruments.

6. Borrower covenants and agrees that the rights and remedies of the Note Holder under this Agreement are cumulative of, are not in lieu of but are in addition to, and their exercise or the failure to exercise them shall not constitute a waiver of, any other rights and remedies which Note Holder shall have under the Note or the Security Instrument.

7. It is agreed that time and the unimpaired security of Note Holder are of the essence of this agreement.

8. Borrower covenants and agrees that this Agreement represents the final agreement between Borrower and Note Holder relating to the above described subject matter and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties hereto. Borrower further covenants and agrees that there are no unwritten oral agreements between the parties hereto relating to the above described subject matter.

9. As used herein "Note Holder" shall mean the undersigned Note Holder or any future holder, whether one or more, of the Note.

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16. This Agreement shall be of no force or effect until such time as Note Holder has received the monthly installment due on the Note on the effective date of this Agreement and until such time as this Agreement has been duly exported by Note Holder.

SEE ADJUSTABLE RATE NOTE AND RIDER ATTACHED HERETO AS EXHIBITS ONLY.

In Witness whereof, this Agreement has been executed the date of the acknowledgements but to be effective as of MARCH 17, 2000

NOTE HOLDER:
COLONIAL BANK

By: _____
Name: _____
Title: _____

BORROWER(S):

 (Seal)
JAMES W. GORE - Borrower

 (Seal)
CHERYL GORE - Borrower

(Seal)
- Borrower

(Seal)
- Borrower

STATE OF AlabamaCounty of ChiltonBefore me James W. Gore on this day personally appeared
JAMES W. GORE and ~~EMERY GORE~~known to me (or proved to me on the oath of _____
or through _____
to be the person(s) whose name(s) are _____ subscribed to the foregoing instrument and acknowledged to
me that they _____ executed the same for the purposes and consideration therein expressed.Given under my hand and seal of office this _____ day of MARCH
2000

(Seal)

David Dennis
Notary Public

STATE OF _____

County of _____

Before me _____ on this day personally appeared
_____ of
COLONIAL BANKknown to me (or proved to me on the oath of _____
or through _____
to be the person(s) whose name(s) _____ subscribed to the foregoing instrument and acknowledged to
me that _____ executed the same for the purposes and consideration therein expressed and in the
capacity therein stated.Given under my hand and seal of office this _____ day of MARCH
2000

(Seal)

Notary PublicPrepared By: Schwartz & Associates, 121 South Tennessee Street, McKinney, TX 75069 (972) 562-1966
JARMMOD2 (03/98) Page 7 of 7 Initials: _____STATE OF ALABAMA
COUNTY OF SHELBYBefore me Cheryl Gore on this day personally appeared known to
me to be the person whose name subscribed to the foregoing
instrument and acknowledged to me that she executed the same
for the purposes and consideration therein expressed.Given under my hand and seal of office this 22nd day of
March 2000.Conna D. Burk
Notary Public

FIXED/ADJUSTABLE RATE RIDER

(1 Year Treasury Index - Rate Caps)

THIS FIXED/ADJUSTABLE RATE RIDER is made this 17th day of MARCH 2000, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Fixed/Adjustable Rate Note (the "Note") to COLONIAL BANK (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

4528 HIGH COURT CIRCLE, BIRMINGHAM, ALABAMA 35242

[Property Address]
THE NOTE PROVIDES FOR A CHANGE IN THE BORROWER'S FIXED INTEREST RATE TO AN ADJUSTABLE INTEREST RATE. THE NOTE LIMITS THE AMOUNT THE BORROWER'S ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial fixed interest rate of 7.7500 %. The Note also provides for a change in the initial fixed rate to an adjustable interest rate, as follows:

4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The initial fixed interest rate I will pay will change to an adjustable interest rate on the 17th day of MARCH, 2003, and the adjustable interest rate I will pay may change on that day every 12th month thereafter. The date on which my initial fixed interest rate changes to an adjustable interest rate, and each date on which my adjustable interest rate could change, is called a "Change Date."

MULTISTATE FIXED/ADJUSTABLE RATE RIDER - 1 YEAR TREASURY INDEX - Single Family -
Fannie Mae Uniform Instrument

843U (9705)
Form 3182 5/94

VMP MORTGAGE FORMS - (800)521-7291
Page 1 of 4

Initials

X 17
X CG

(B) The Index

Beginning with the first Change Date, my adjustable 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 that 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 AND SEVEN-EIGHTHS (2.8750 %) 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 the 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 9.7500 % or less than 5.7500 %. Thereafter, my adjustable interest rate will never be increased or decreased on any single Change Date by more than TWO (2.0000 %) percentage points from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 13.7500 %.

(E) Effective Date of 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 the change in my initial fixed interest rate to an adjustable interest rate and of any changes in my adjustable interest rate before the effective date of any change. The notice will include the amount of my monthly payment, any information required by law to be given me and also the telephone number of a person who will answer any question I may have regarding the notice.

TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

1. UNTIL BORROWER'S INITIAL FIXED INTEREST RATE CHANGES TO AN ADJUSTABLE INTEREST RATE UNDER THE TERMS STATED IN SECTION A ABOVE, UNIFORM COVENANT 17 OF THE SECURITY INSTRUMENT SHALL BE IN EFFECT AS FOLLOWS:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

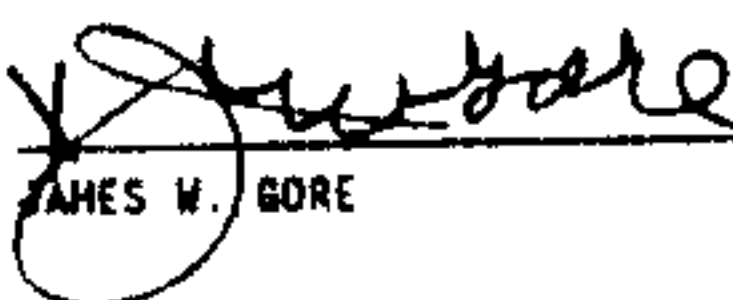
2. WHEN BORROWER'S INITIAL FIXED INTEREST RATE CHANGES TO AN ADJUSTABLE INTEREST RATE UNDER THE TERMS STATED IN SECTION A ABOVE, UNIFORM COVENANT 17 OF THE SECURITY INSTRUMENT DESCRIBED IN SECTION B1 ABOVE SHALL THEN CEASE TO BE IN EFFECT, AND THE PROVISIONS OF UNIFORM COVENANT 17 OF THE SECURITY INSTRUMENT SHALL BE AMENDED TO READ AS FOLLOWS:

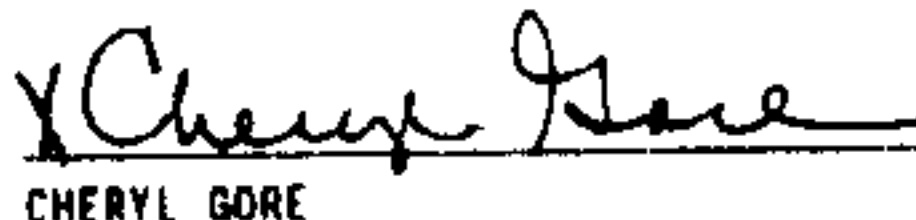
Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Fixed/Adjustable Rate Rider.

 (Seal)
JAMES W. GORE - Borrower

 (Seal)
CHERYL GORE - Borrower

____ (Seal)
- Borrower

____ (Seal)
- Borrower

____ (Seal)
- Borrower

____ (Seal)
- Borrower

____ (Seal)
- Borrower

____ (Seal)
- Borrower

Please Return to:
COLONIAL BANK
Post Office Box 5627
Montgomery, Alabama 36103-5627

043U (9705)

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Form 3182 5/94

STATE OF ALABAMA
COUNTY OF SHELBY

Before me Cheryl Gore on this day personally appeared known to me to be the person whose name subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 22nd day of March 2000.


Notary Public

Inst # 2000-11668
04/10/2000-11668
11:07 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
011 MMS 483.50