

STATE OF ALABAMA )  
SHELBY COUNTY )

MORTGAGE MODIFICATION AGREEMENT

THIS MORTGAGE MODIFICATION AGREEMENT is executed this 22nd  
day of JUNE, 2000, by and between COLONIAL BANK, a state banking corporation  
(the "Mortgagee") and MICHAEL R BARRETT & WIFE, JAIMEE K BARRETT

(the "Mortgagor"), as follows:

WITNESSETH:

WHEREAS, on NOVEMBER 17, 1998, Mortgagor executed that certain  
Mortgage in favor of Mortgagee, which Mortgage was filed for recorded on the 4th day of  
DECEMBER, 1998, in the Office of the Judge of Probate of SHELBY  
County, Alabama, in Volume \*\*, Page \*\* (the "Mortgage"); and  
\*\*INSTRUMENT # 1998-48266

WHEREAS, the indebtedness secured by the Mortgage has been renewed, extended  
or modified pursuant to FIXED TO ADJUSTABLE AGREEMENT  
(the "Agreement"), entered into by and between Mortgagor and Mortgagee on even date herewith;  
and

WHEREAS, the Mortgagor has requested that the mortgagee increase the credit  
limit under the Agreement to 27,000 and 00 /100 Dollars  
(\$ 27,000.00); and

WHEREAS, it is the intention of the parties that the lien of the Mortgage secure  
the indebtedness as renewed, extended or modified by the Agreement;

NOW, THEREFORE, in consideration of the Agreement, and other good and  
valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties  
agree as follows:

1. This Modification is executed to modify the Mortgage to evidence the agreement of the  
parties that the lien of the Mortgage shall secure the indebtedness as amended and  
evidenced by the Agreement.
2. The Mortgage is modified to secure the credit limit of 27,000  
and 00 /100 Dollars (\$ 27,000.00).

ORIGINAL LOAN AMOUNT WAS \$15,000.00

3. The Mortgagor hereby reaffirms the terms, conditions and provisions of the Mortgage which shall remain in full force and effect as expressly provided therein. The Mortgagor acknowledges that by execution of this Modification and the Agreement, Mortgagor does not intend to effect a novation or substitution, but rather intends to effect an extension and renewal or modification of the original indebtedness now evidenced by the Agreement.
4. Mortgagor agrees and acknowledges that the indebtedness as renewed, extended or modified by the Agreement and secured hereby, is valid, binding and enforceable against the Mortgagor, and is not subject to any offsets, recoupment, deduction or other defenses of any kind or nature.
5. Except as modified hereby, the lien of the Mortgage shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Modification to be signed as of the day and year first above written.

COLONIAL BANK, a state banking corporation

By: Debbie Doolittle  
Its: Branch Manager

(Mortgagee)

X: Michael R Barrett  
MICHAEL R BARRETT  
X: Jaimee K Barrett  
JAIMEE K BARRETT

(Mortgagor)

This Instrument Prepared by:

TAMMY WILSON  
COLONIAL BANK  
P.O. BOX 1887  
BIRMINGHAM, AL 35201

STATE OF ALABAMA )

COUNTY OF SHELBY )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that DEBBIE ROCKWELL, whose name as Manager of Colonial Bank, a state banking corporation, 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/she, 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 the 22nd day of JUNE 2000 .

  
Notary Public

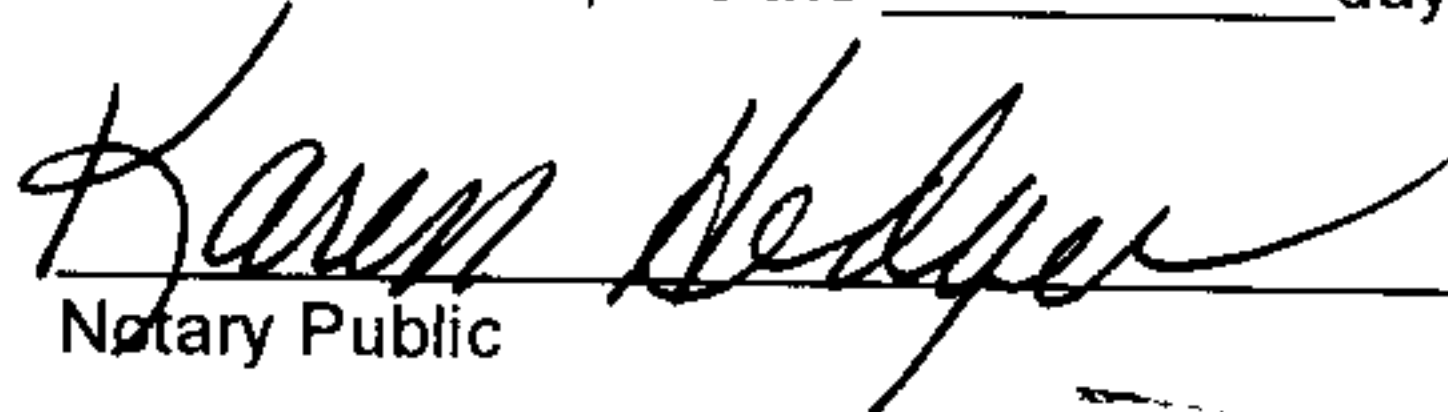
My Commission Expires: MY COMMISSION EXPIRES OCTOBER 6, 2001

STATE OF ALABAMA )

COUNTY OF SHELBY )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that MICHAEL R BARRETT & JAIMEE K BARRETT, whose name(s) is/are signed to the foregoing instrument, and who is/are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 22nd day of JUNE 2000 .

  
Notary Public

My Commission Expires: MY COMMISSION EXPIRES OCTOBER 6, 2001