

LOT LOAN MODIFICATION AGREEMENT

THIS LOT LOAN AGREEMENT, made this the 8th day of February, 2002, by and between Kevin R. Roberts and Marcella A. Roberts, hereinafter referred to as "Borrowers" and New South Federal Savings Bank, Federally Chartered Savings Bank as "Lender"; and

WHEREAS, Borrowers executed a note to New South Federal Savings Bank and Deed of Trust or Deed of Secure Debt, dated February 28, 2001, securing the original principal sum of U.S. \$33,750.00, as recorded in Instrument No. 2001-09118, records of the Office of the Judge of Probate of Shelby County, Alabama, located at 1101 Rushing Parc Drive, Birmingham, AL 35244, the real property being set forth as follows:

LOT 1, ACCORDING TO THE RE-SURVEY OF RUSHING PARC, SECTOR 1, AS RECORDED IN MAP BOOK 19 PAGE 145 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENT, that for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration hereby acknowledge to have been paid, Borrowers and Lender do hereby MODIFY and AMEND said Note and Deed of Trust as follows:

1. The Borrowers are the owners of the property.
2. As of February 8, 2002, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$33,750.00.
3. The Borrowers promise to pay the unpaid principal balance plus interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at a yearly rate of 10.00%, beginning March 1, 2002. The Borrowers promise to make monthly payments of principal and interest in the amount of \$281.25, beginning the 1st day of March, 2002, and continuing thereafter on the same day of each succeeding month until the principal and interest are paid in full. If on September 1, 2002, (The "Modification Maturity Date"), the Borrowers still owe amounts under the Note and the Security Instrument, as amended by this Modification, the Borrower will pay these amounts in full on the Modification Maturity Date.
4. Except as herein specifically modified, all other terms and conditions of the said Note and Deed of Trust shall remain in full force and effect.

IN WITNESS WHEREOF, the Borrowers have hereunto set their hands and seals and the Lender has caused these presents to be executed.


Witness


Kevin R. Roberts


Witness


Marcella A. Roberts

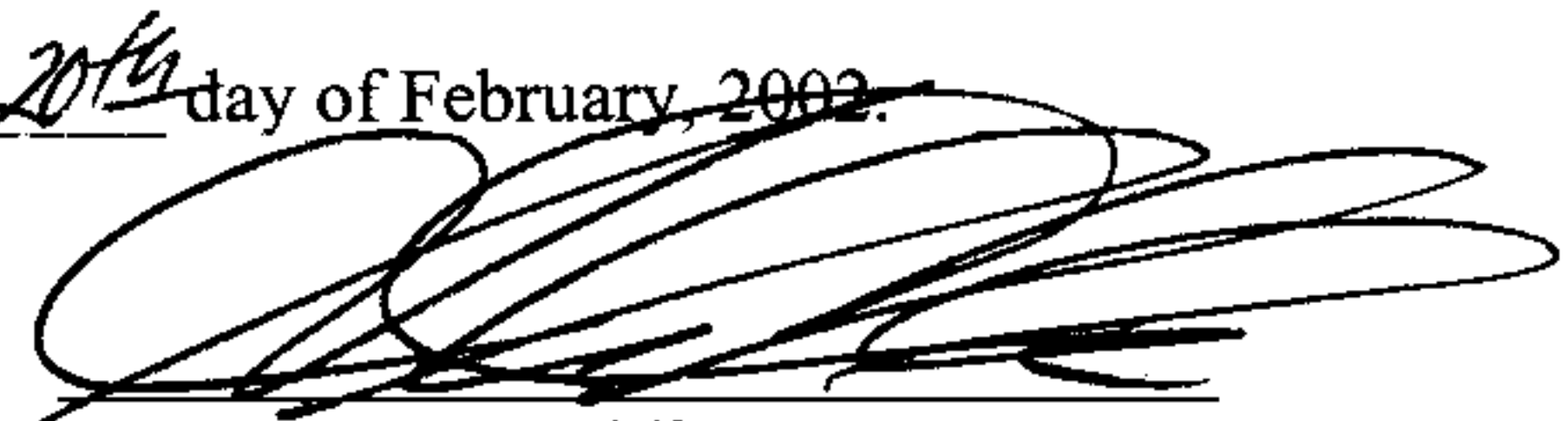
Inst # 2002-14390

03/27/2002-14390
11:34 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 HSB 15.00

**STATE OF ALABAMA
COUNTY OF SHELBY
NSF # 299842**

I, the undersigned authority and for said State and County, hereby certify that Kevin R. Roberts and Marcella A. Roberts whose names are signed to the foregoing instrument, and who are known to me acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under by hand and notarial seal on this the 20th day of February, 2002.



Notary Public

**MY COMMISSION EXPIRES
8-16-03**

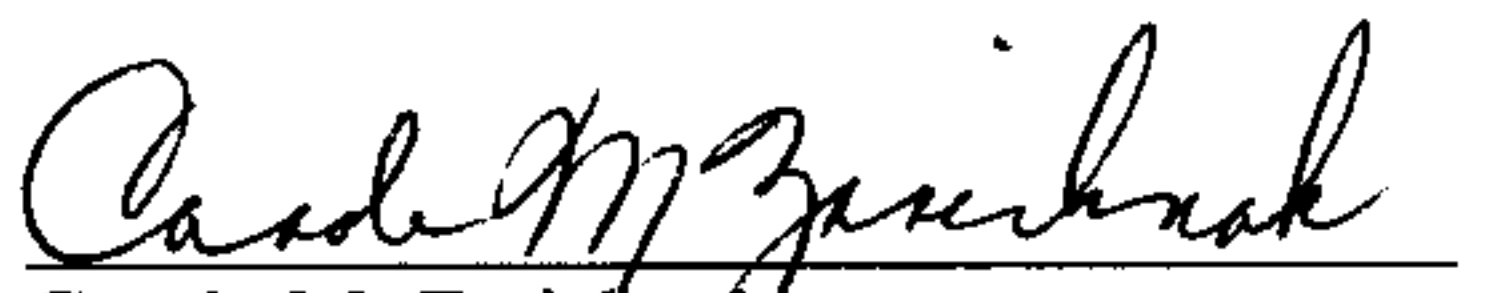
My Commission Expires _____


**STATE OF ALABAMA
COUNTY OF JEFFERSON**


I, the undersigned, a Notary Public within and for the State and County aforesaid, do hereby certify that on this date the foregoing Modification Agreement was presented to me in said County, and was delivered and acknowledged by Joyce Stevenson, as Assistant Vice President and Pamela Bishop, as Assistant Secretary of New South Federal Savings Bank, A Federally Chartered Savings Bank, to be its or her/his act and deed.

WITNESS by hand this 26th day of February, 2002.

NEW SOUTH FEDERAL SAVINGS BANK
A FEDERALLY CHARTERED SAVINGS BANK


Carole M. Zarichnak
Notary Public
My Commission Expires 4/19/04


Joyce Stevenson
Assistant Vice President


Pam Bishop
Assistant Secretary

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