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**AGREEMENT REGARDING ADDITIONAL COLLATERAL FOR CERTAIN LOANS AND
RECITATION REGARDING CONSIDERATION FOR THE GIVING OF
CERTAIN ADDITIONAL COLLATERAL AND AGREEMENT
REGARDING CROSS COLLATERALIZATION OF CERTAIN MORTGAGES**

Whereas Kelly T. Lewis has made certain loans with National Bank of Commerce of Birmingham which are described herein below, and the Kelly T. Lewis has given certain security for said loans which is described herein below,

1. Promissory Note dated February 5, 1997 in the amount of \$176,000.00
2. Mortgage dated February 5, 1997, in the amount of \$176,000.00 and recorded as instrument no. 1997-05388 in the probate office of Shelby County, Alabama
3. Promissory Note dated July 17, 1998 in the amount of \$90,000.00
4. Mortgage dated July 17, 1998 in the amount of \$90,000.00 and recorded as instrument no. 1998-32268 in the probate office of Shelby County, Alabama
5. Promissory Note dated July 30, 1997, in the amount of \$85,000.00
6. Mortgage dated December 19, 1996, in the amount of \$85,000.00 and recorded as instrument no. 9760/0241 in the probate office of Jefferson County, Alabama
7. Mortgage dated April 4, 2002, in the amount of \$100,000.00 as recorded in the probate office of Jefferson County, Alabama and Shelby County, Alabama.

And whereas National Bank of Commerce has made certain loans to Kelly T. Lewis and has taken as security for said indebtedness certain mortgages on certain land, all of which is described herein above, and;

Whereas on or about, to wit the 11th day of February, 2002 Kelly T. Lewis received a correspondence advising him that he was in default regarding the terms and conditions of the mortgages described herein and that Kelly T. Lewis acknowledges that he had breached certain terms and conditions of the mortgages described herein, and;

Whereas on or about, to wit the 12th day of March, 2002 Kelly T. Lewis received correspondence advising that he had failed to address and cure the said breaches in the terms and conditions of the mortgages described herein and that National Bank of Commerce of Birmingham had accelerated the amounts due on the Promissory Notes and Mortgages described herein as was the right of National Bank of Commerce of Birmingham under the terms of the mortgages described herein, and;

Whereas on or about, to wit the 12th day of March, 2002 Kelly T. Lewis received correspondence advising of foreclosure proceedings commencing on certain real estate on which Kelly T. Lewis had given a mortgage to National Bank of Commerce of Birmingham as described herein, and;

Whereas certain foreclosure proceedings had commenced on said property and publication of a foreclosure sale on certain real estate had commenced and a foreclosure date had been set for the sale of certain real estate on which Kelly T. Lewis had given a mortgage to National Bank of Commerce of Birmingham as described above, and;

Whereas Kelly T. Lewis did not cure any breach of the terms and conditions of said mortgages described above within the time allowed by National Bank of Commerce of Birmingham or before the

04/09/2002-16318
08:20 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE

003 MSB

17.00

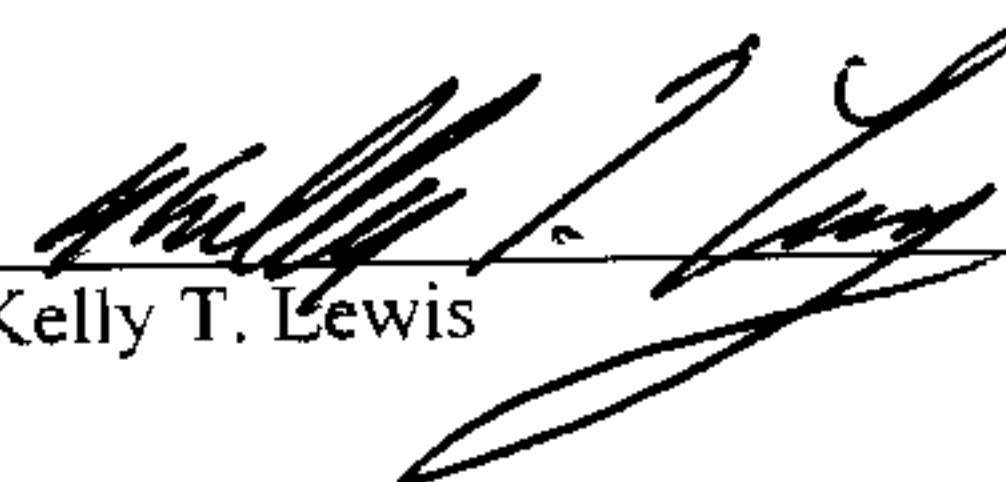
Inst # 2002-16318

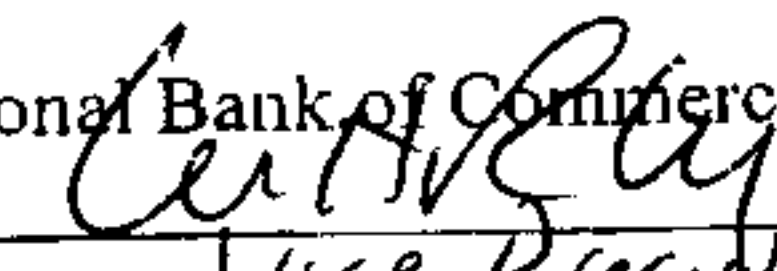
loans made to Kelly T. Lewis by National Bank of Commerce of Birmingham were accelerated by National Bank of Commerce of Birmingham, and;

Whereas Kelly T. Lewis has met with representatives of National Bank of Commerce of Birmingham and has agreed that for the consideration flowing to him and from National Bank of Commerce of Birmingham of National Bank of Commerce of Birmingham stopping the foreclosure proceeding commenced on the mortgages described herein and for the additional consideration flowing to him and from National Bank of Commerce of Birmingham of National Bank of Commerce of Birmingham allowing him additional time to catch up certain arrears in the payments on the promissory notes described herein that Kelly T. Lewis will give to National Bank of Commerce of Birmingham additional security by way of additional mortgage on certain pieces of property to secure the certain loans made by National Bank of Commerce of Birmingham to Kelly T. Lewis and in addition Kelly T. Lewis agrees that the additional security given to National Bank of Commerce of Birmingham will stand as additional security for all of the promissory notes described herein and that all of the mortgages described herein and the additional mortgage executed by Kelly T. Lewis as additional security will act and stand as security for all of the promissory notes described herein and all of the mortgages and promissory notes described herein shall be fully cross collateralized and that each mortgage described herein shall stand as collateral for all of the indebtedness of Kelly T. Lewis to National Bank of Commerce of Birmingham now and hereafter.

Now Therefore, Kelly T. Lewis and National Bank of Commerce of Birmingham agree that for sufficient and adequate consideration National Bank of Commerce will stop the foreclosure proceedings heretofore commenced on certain property described in the mortgages listed herein and that National Bank of Commerce of Birmingham will allow Kelly T. Lewis additional time until April 26, 2002 at the close of business to pay to National Bank of Commerce \$16,000.00 as a partial amount due to National Bank of Commerce as a result of arrears in payments on the promissory notes described herein and allow Kelly T. Lewis additional time until May 17, 2002 at the close of business to become current in his payments to National Bank of Commerce of Birmingham on the Promissory Notes described herein above. In return Kelly T. Lewis hereby agrees that for sufficient and adequate consideration he will give to National Bank of Commerce additional security as collateral for the promissory notes described herein above in the way of an additional mortgage and that Kelly T. Lewis hereby agrees the additional mortgage, dated April 4, 2002, i/n/o \$100,000.00 will stand and act as collateral and stand and act as security for the payment of all of the promissory notes described herein above.

Done this 4th day of April, 2002


Kelly T. Lewis

National Bank of Commerce
By: 
Its: Vice President

STATE OF ALABAMA)
Jefferson COUNTY)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Kelly T. Lewis whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of such conveyance, he executed the same voluntarily on the date the same bears date.

Given under my hand and official seal of office this 4th day of April, 2002.

Glenn B. Usher
Notary Public

AFFIX SEAL

My Commission Expires: My Commission Expires 8-11-2003

Inst # 2002-16318

STATE OF ALABAMA)
Jefferson COUNTY)

04/09/2002-16318
08:20 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MSB 17.00

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Lee H. Riley whose name as Vice President of National Bank of Commerce of Birmingham, a national banking association, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of conveyance, he or she, as such officer and with full authority, executed the same voluntarily for and as the act of said banking association.

Given under my hand official seal of office this 4th day of April, 2002

Glenn B. Usher
Notary Public

AFFIX SEAL

My Commission Expires: My Commission Expires 8-11-2003

State of Alabama - Jefferson County
I certify this instrument filed on:

2002 APR 08 P.M. 14:30

Recorded and \$ Mtg. Tax

and \$ Deed Tax and Fee Amt.

\$ 9.50 Total \$ 9.50

MICHAEL F. BOLIN, Judge of Probate



200261/0459 BESS