

MORTGAGE MODIFICATION AGREEMENT

STATE OF ALABAMA }
COUNTY OF SHELBY }

Account Number: 80-821081

THIS AGREEMENT of Modification made and entered into by and between **Marc B. Wilson and Norine B. Wilson** (hereinafter referred to as "Mortgagor") and First National Bank of Shelby County, (hereinafter referred to as FNBSC), on this the 23rd day of April, 2002.

WITNESSETH:

WHEREAS, Marc Wilson d/b/a Melissa's Rainbow Car Wash (hereinafter called "Borrower"), on the 12th day of February, 2002, executed to FNBSC a Note in the principal sum of \$338,850.00 ("Note"), which Note is secured by a mortgage conveying certain property situated in Shelby County, Alabama, which mortgage is recorded in the Probate Office of said County, **Instrument Number 2001-22072 (Mortgage)**, reference being hereby made to the Mortgage for a particular description of the Note and the description of the property securing the payment of the Note (the "Mortgage Property") and

WHEREAS, in accordance with the agreement between FNBSC and Alabama Community Development Corporation, (hereinafter referred to as "CDC") FNBSC agreed, upon receipt of Three Hundred Thirty-eight Thousand Eight Hundred Fifty and no/100 (\$338,850.00) from CDC and payment of accrued interest by Borrower, to modify the Mortgage to reduce the maximum obligation limit \$903,600 to \$564,750.00 (a decrease of \$338,850.00), and

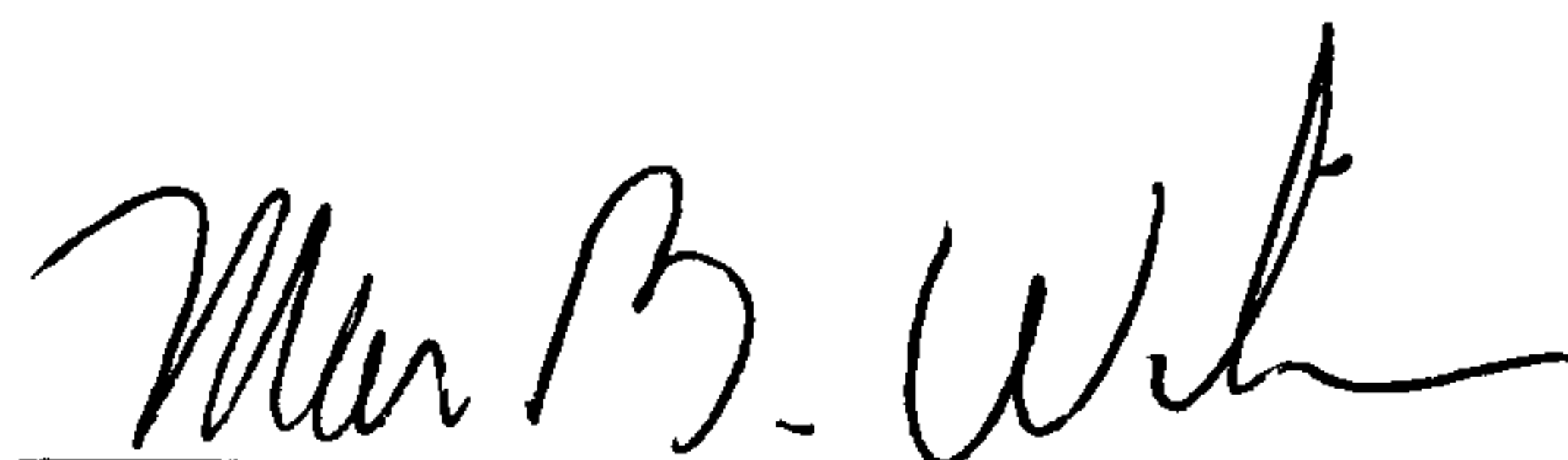
WHEREAS, the required payments have been paid;

NOW, THEREFORE, in consideration of the payments as described above, the undersigned hereby agree and covenant as follows, viz:

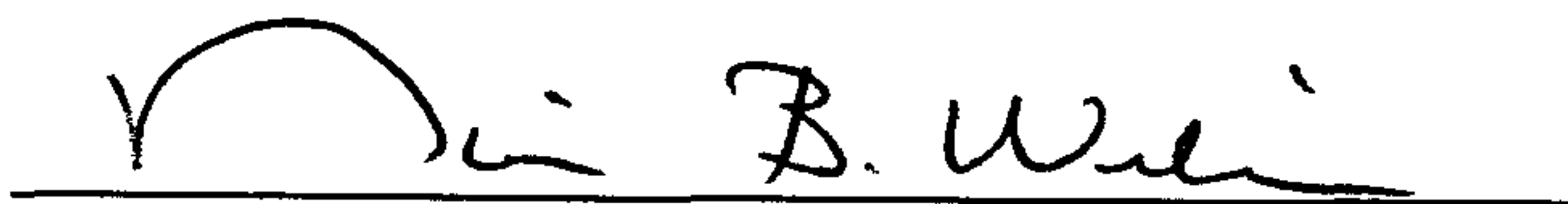
Paragraph 3 of the Mortgage is amended to reduce the maximum obligation limit from \$903,600.00 to \$564,750.00.

Except as modified by this Agreement, all conditions, terms, obligations, agreements and stipulations made in the Mortgage and Note shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, in duplicate, on the date and year first hereinabove written.

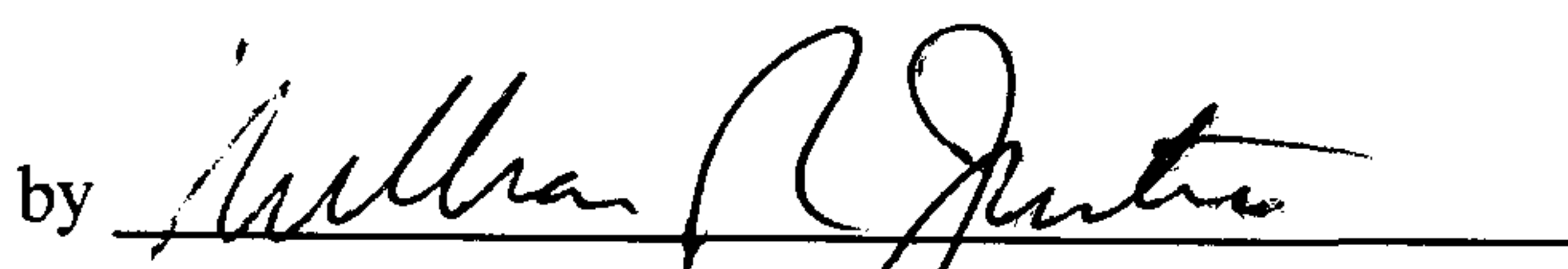


Marc B. Wilson



Norine B. Wilson

FIRST NATIONAL BANK OF SHELBY COUNTY

by 

William R. Justice

as its: In-House Attorney

**STATE OF ALABAMA
COUNTY OF SHELBY**

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Marc B. Wilson and Norine B. Wilson, husband and wife, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 23rd day of April, 2002.

Pelinda Stuck
Notary Public

My Commission Expires: 3/24/05

**STATE OF ALABAMA
COUNTY OF SHELBY**

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that William R. Justice, whose name as In-House Attorney for First National Bank of Shelby County, a 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 the instrument, he in his capacity as In-House Counsel and with full authority, executed the same voluntarily for and as the act of the corporation.

Given under my hand and seal of office on this 24th day of April, 2002.

James H. Sammons
Notary Public

My Commission Expires: 5-24-04

Inst # 2002-19412