

THIS DOCUMENT PREPARED BY:
Joel L. Rye
New South Federal Savings Bank
210 Automation Way
Birmingham, AL 35210
NSF # 304051

LOT LOAN MODIFICATION AGREEMENT

THIS LOT LOAN AGREEMENT, made this the 2nd day of July, 2002, by and between Constance L. Wilson, a Married Woman and Wilbert L. Wilson, Her Husband, 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 July 26, 2001, securing the original principal sum of U.S. \$45,000.00, as recorded on July 27, 2001 as Instrument No. 2001-31254, records of the Office of the Judge of Probate of Shelby County, Alabama, the real property being set forth as follows:

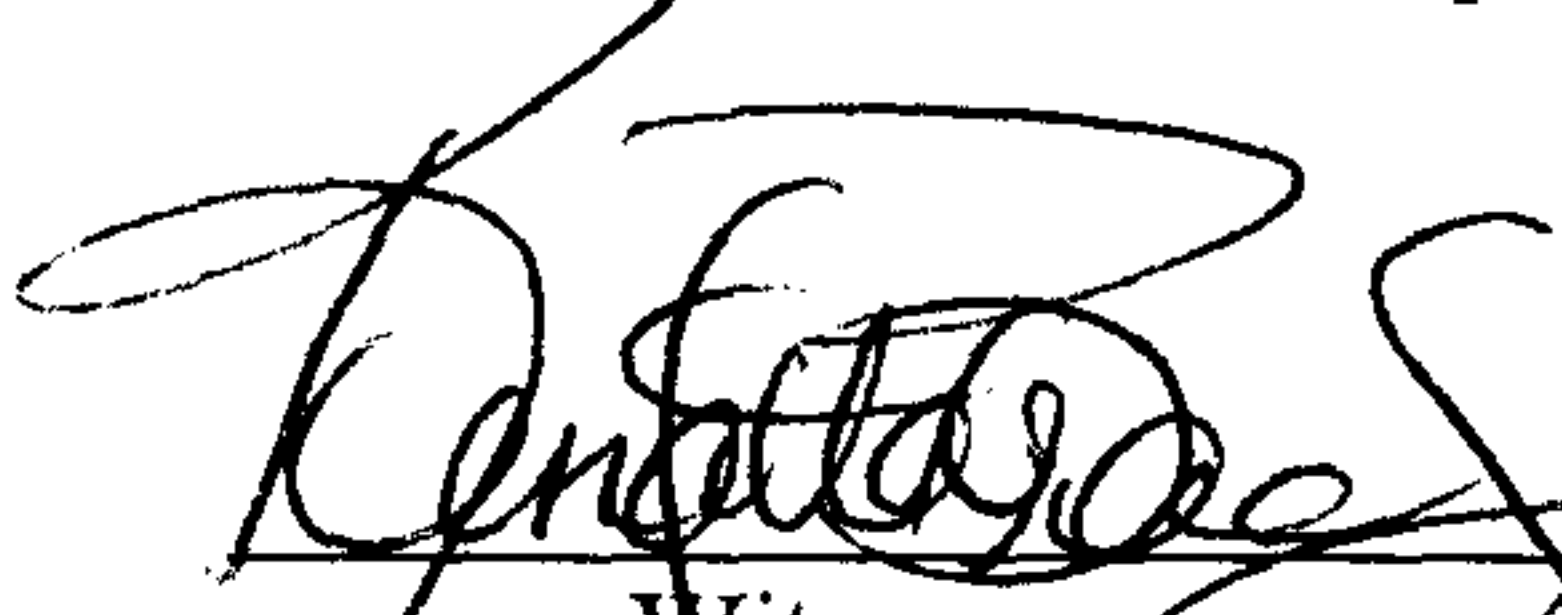
Lot 13, according to the map of a resubdivision of Lots 1 & 4 South Cove, 3rd Sector, recorded in Map Book 21, Page 70, in the Probate Office of Shelby County, Alabama.

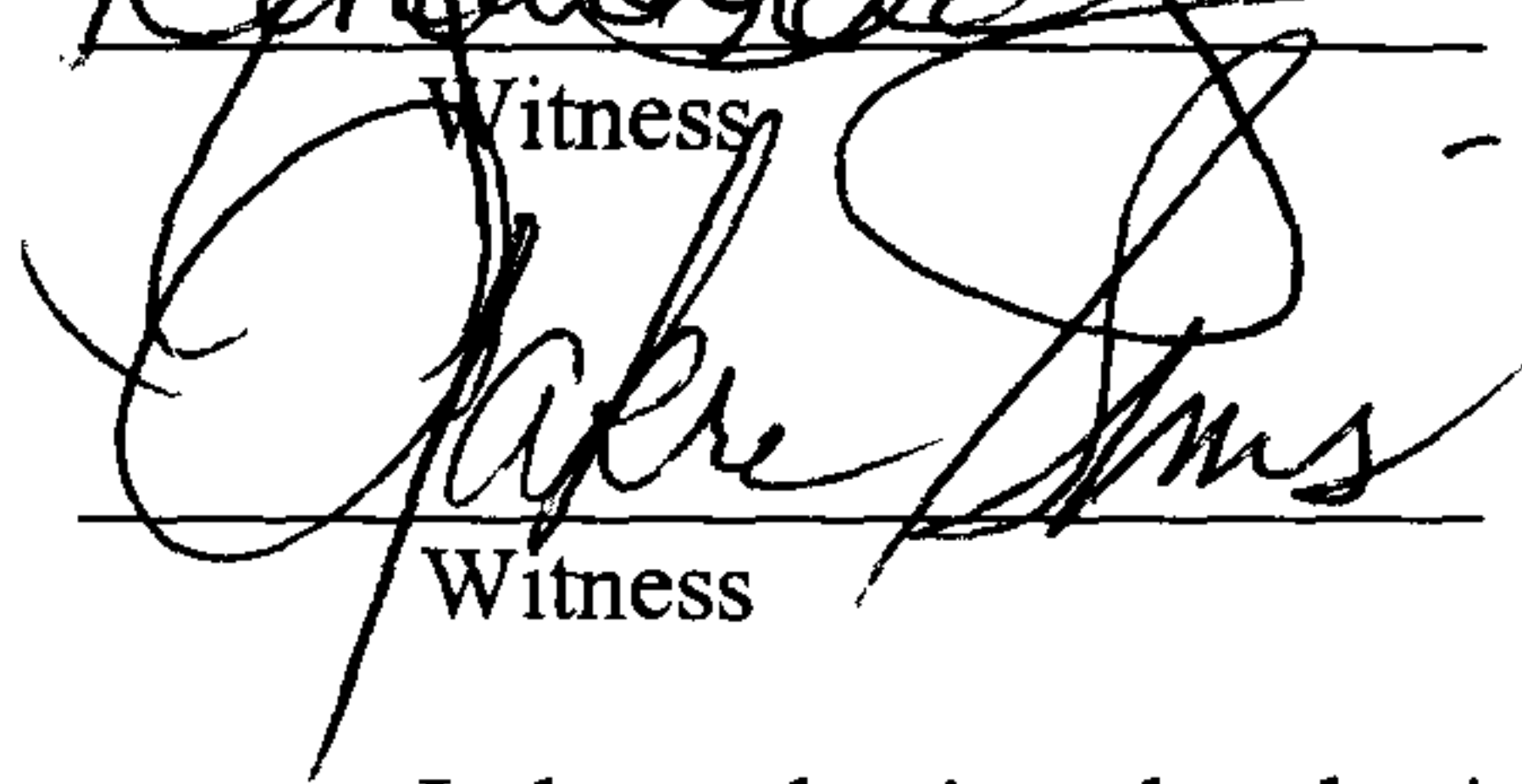
NOW THEREFORE, KNOW ALL MEN BY THESE PRESENT, that for and in consideration of the sum of Two-Hundred Fifty Dollars (\$250.00) and other good and valuable consideration hereby acknowledge to have been paid, Borrowers and Lender do hereby MODIFY and AMEND said Note and Deed of Trust as follows:

1. The Borrowers are the owners of the property.
2. As of August 1, 2002, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$45,000.00.
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 8.25%, beginning August 1, 2002. The Borrowers promise to make monthly payments of interest in the amount of \$309.38, beginning the 1st day of September, 2002, and continuing thereafter on the same day of each succeeding month until the principal and interest are paid in full. If on February 1, 2003, (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. If at any time during this extension, the Borrowers account becomes past due or deviate from the terms and conditions stated within this Modification Agreement, the Lender retains the right to accelerate the loan and call the entire balance due within 30-days from the date notification is sent to the Borrowers. In the event Lender exercises this option, Borrowers agree to pay the entire amount due without recourse. Failure to do so will result in the immediate forfeiture of any and all rights to the property the Borrowers have.
5. 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.

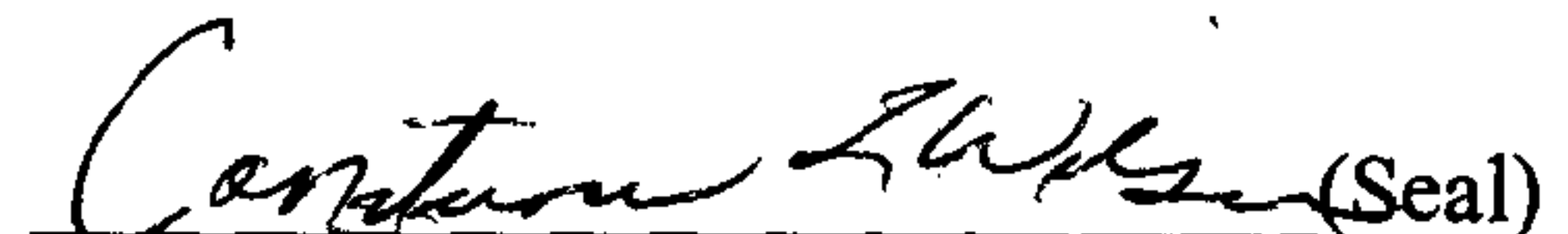
STATE OF ALABAMA
COUNTY OF ~~SHELBY~~ Jefferson

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

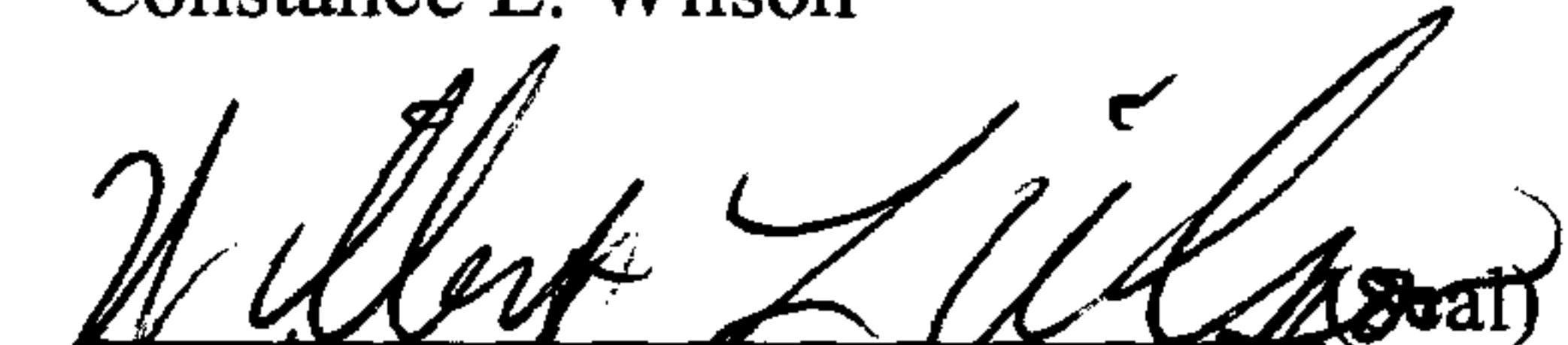


Witness


Witness



Constance L. Wilson (Seal)

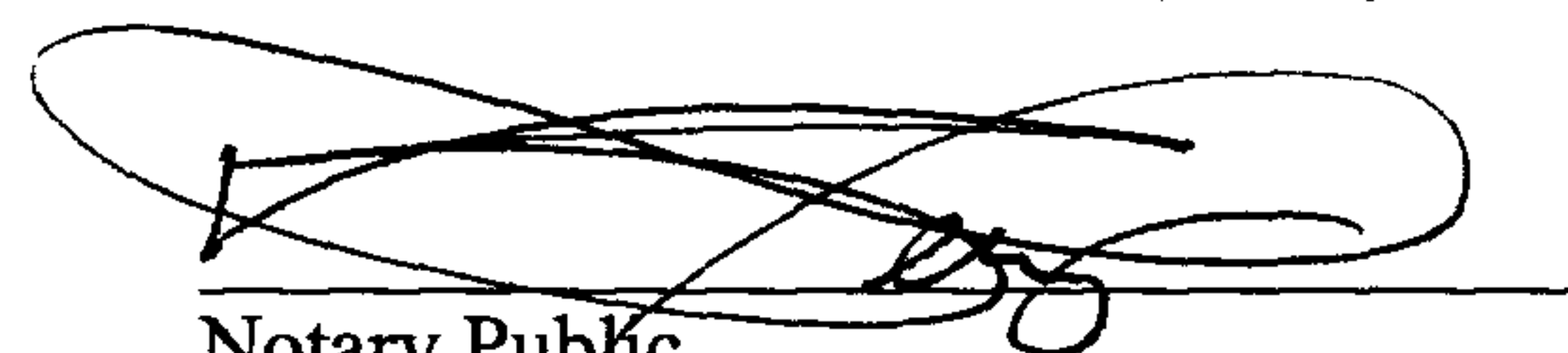


Wilbert L. Wilson (Seal)

I, the undersigned authority and for said State and County, hereby certify that Constance L. Wilson and Wilbert L. Wilson 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 19th day of July, 2002.

(Notary Seal)



Notary Public
My Commission Expires 9-8-03

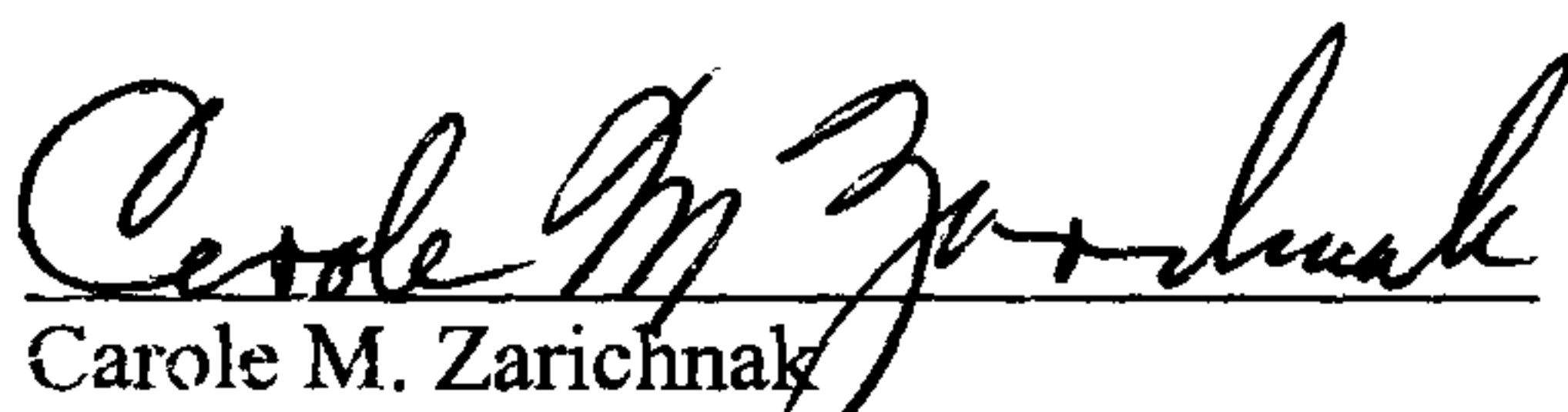
STATE OF ALABAMA
COUNTY OF JEFFERSON

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 Shane T. White, as 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.

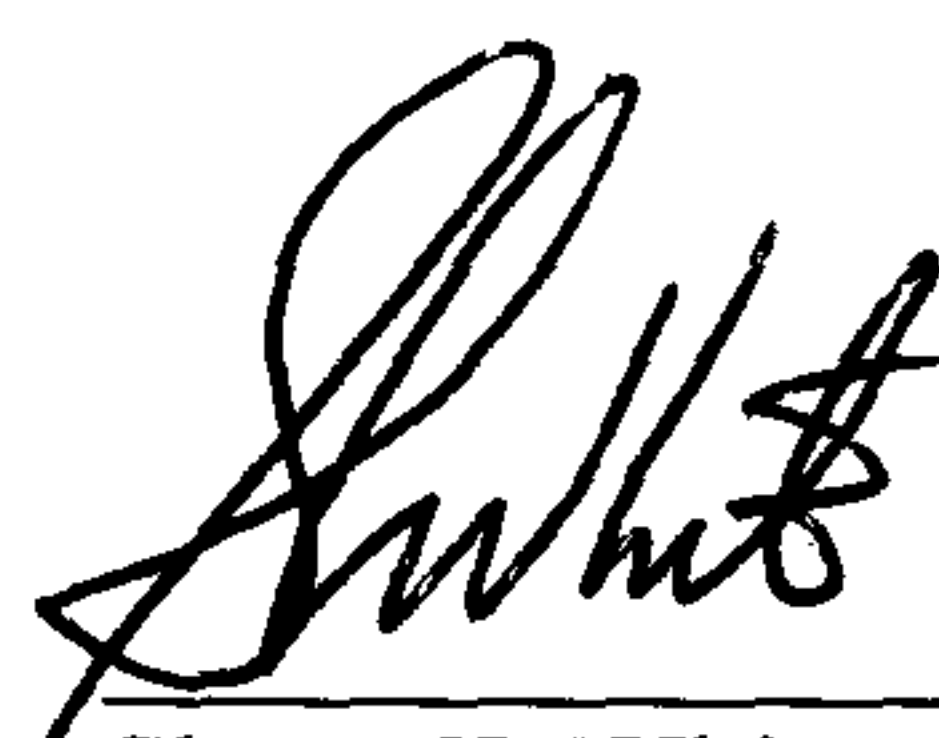
WITNESS by hand this 26th day of July, 2002.

NEW SOUTH FEDERAL SAVINGS BANK
A FEDERALLY CHARTERED SAVINGS BANK

(Notary Seal)




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



Shane T. White
Vice President

(Corporate Seal)



Pam Bishop
Assistant Secretary