

RECORDATION REQUESTED BY:
The Money Store Investment Corporation
1620 East Roseville Parkway
Roseville, CA 95661

WHEN RECORDED MAIL TO:
The Money Store Investment Corporation
Attn: Credit Services / CA2114
P.O. Box 13278
Sacramento, CA 95813

110361201
D. Barker

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated 09-10-02, is made and executed between Lee House, whose address is 21290 Highway 25, Columbiana, AL 35051 (referred to below as "Grantor") and The Money Store Investment Corporation, whose address is 1620 East Roseville Parkway, Roseville, CA 95661 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated April 28, 2000 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded on May 1, 2000 in the official records of the Recorder of Shelby County, Alabama as Instrument #2000-14177.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in Shelby County, State of Alabama:

See Exhibit "A", which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 21290 Highway 25, Columbiana, AL 35051.

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

Under the Definition section of the Mortgage, the "Note" is defined as follows: " The word "Note" means the promissory note or credit agreement dated APRIL 28, 2000, in the original principal amount of \$1,149,000.00 from Grantor and any co-borrowers to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE."

The preceding shall be amended to include "The Note shall include the amendment dated 9-10-2002, and all previous and subsequent amendments."

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED 9-10-2002.

THIS MODIFICATION IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MODIFICATION IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

GRANTOR:
X Lee House (Seal)
Lee House, Individually

LENDER:
THE MONEY STORE INVESTMENT CORPORATION
X Bella Manza (Seal)
Authorized Signer
BELLA MANZA, AVP

MODIFICATION OF MORTGAGE
(Continued)

Loan No: 110361201

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This Modification of Mortgage prepared by:

Name: Diana Barker, Credit Service Officer
Address: 1620 East Roseville Parkway
City, State, ZIP: Roseville, CA 95661

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Shelby)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **Lee House**, whose name 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 Modification, he or she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 10th day of Sept., 20 02.

Gloria W. Lucas
Notary Public

My commission expires 2-12-2003

LENDER ACKNOWLEDGMENT

STATE OF _____)
) SS
COUNTY OF _____)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that _____ a corporation, is signed to the foregoing and who is known to me, acknowledged before me on this day that, being informed of the contents of said , he or 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 _____ day of _____, 20____.

Notary Public

My commission expires _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

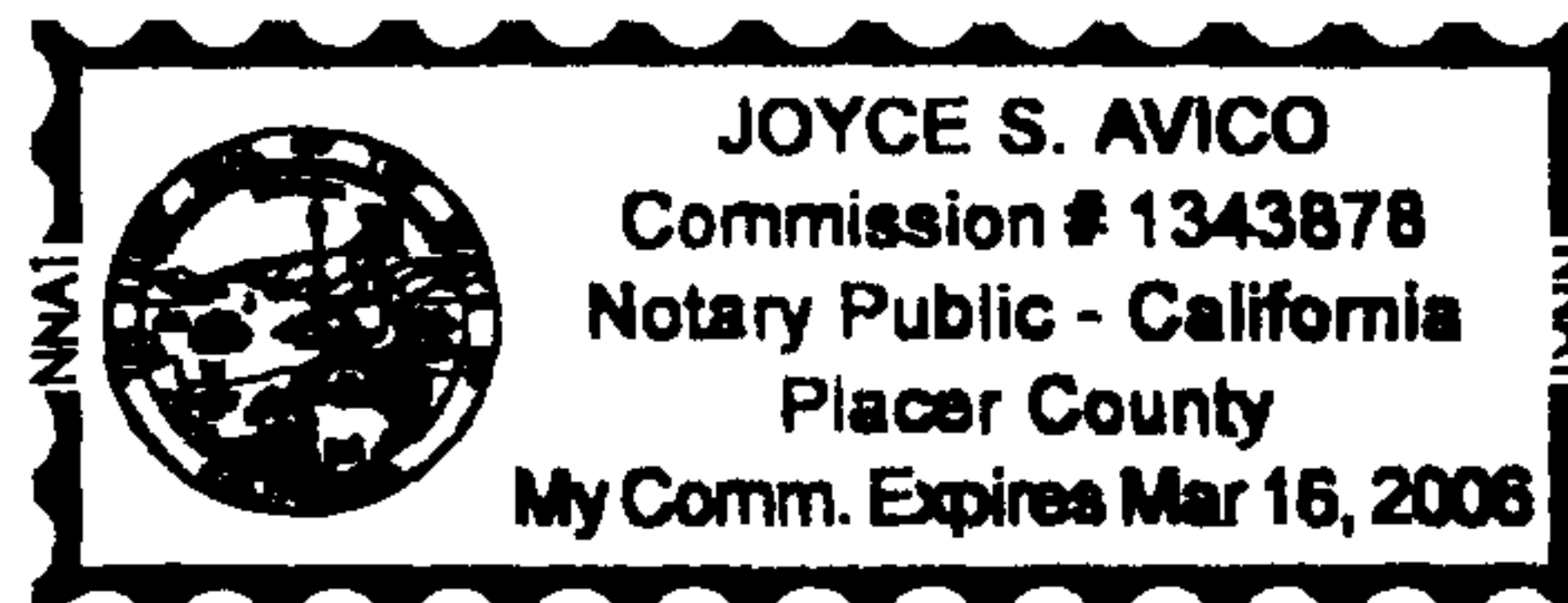
STATE OF CALIFORNIA
COUNTY OF PLACER)

On September 16, 2002, before me, Joyce S. Avico, a notary public personally appeared
Bella Manza

X personally known to me - OR
____ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the
same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the
instrument the person(s), or the entity upon behalf of which the person(s) acted, executed
the instrument.

WITNESS my hand and official seal.

Joyce S. Avico
Notary Public



Notarial Seal

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER
CORPORATE OFFICER

DESCRIPTION OF ATTACHED DOCUMENT

MODIFICATION OF MORTGAGE

____ LIMITED
____ GENERAL
____ ATTORNEY-IN-FACT
____ TRUSTEE(S)
____ GUARDIAN/CONSERVATOR
X OTHER:

Asst. Vice President

SIGNER IS REPRESENTING:
Name of Person(s) or Entity(ies)

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Number of Pages

September 16, 2002
Date of Document

Signer(s) Other than Named Above

EXHIBIT "A"

20020924000460240 Pg 4/4 24.00
Shelby Cnty Judge of Probate, AL
09/24/2002 11:06:00 FILED/CERTIFIED

Commence at the Northwest corner of the NW 1/4 of the NE 1/4 of Section 26, Township 21 South, Range 1 West, Shelby County, Alabama, thence run Southerly along the West boundary of said 1/4-1/4 section a distance of 785.60 feet to a point on the Southeast boundary of the right-of-way of Alabama Highway No. 25 (Columbiana By-Pass); thence turn an angle of 154 degrees, 05 minutes left and run along the said Southeast right-of-way for a distance of 203.84 feet to the point of beginning of the parcel of land herein described; thence turn an angle of 93 degrees, 30 minutes, 39 seconds to the right and run 87.87 feet to a point; thence turn an angle of 81 degrees, 53 minutes, 06 seconds to the right and run 93.19 feet to a point; thence turn an angle of 86 degrees, 06 minutes, 27 seconds to the right and run 13.33 feet to a point; thence turn an angle of 86 degrees, 33 minutes, 18 seconds to the left and run 100.34 feet to a point; thence turn an angle of 109 degrees, 45 minutes, 54 seconds to the left and run 258.03 feet to a point; thence turn an angle of 53 degrees, 02 minutes to the left and run 72.32 feet to a point; thence turn an angle of 50 degrees, 20 minutes to the left and run 227.81 feet to a point; thence turn an angle of 39 degrees, 40 minutes to the left and run 204.00 feet to a point on the Southeast right-of-way line of aforementioned State Highway 25; thence turn an angle of 102 degrees, 09 minutes to the left and run along said right-of-way for 200.81 feet to the point of beginning.

Said parcel is lying in the NW 1/4 of the NE 1/4 of Section 26, Township 21 South, Range 1 West, and situated in Shelby County, Alabama.

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