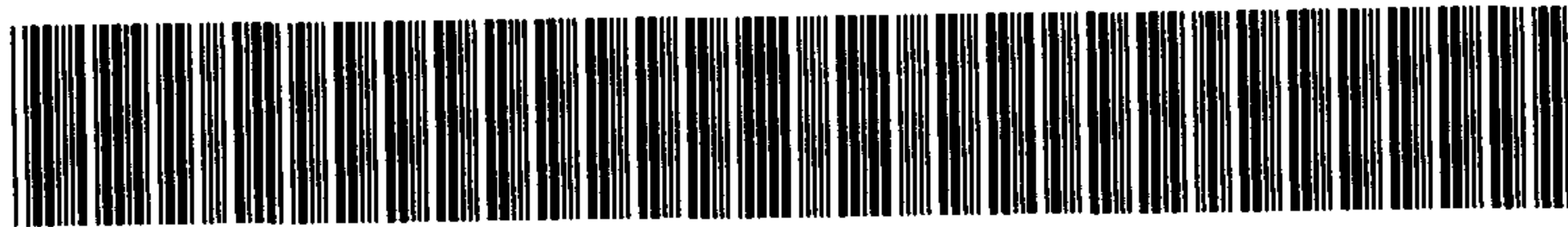


WHEN RECORDED MAIL TO:
REGIONS BANK
PELHAM MAIN OFFICE
2964 PELHAM PARKWAY
PELHAM, AL 35124

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



MODIFICATION OF MORTGAGE



DOC48000000007303009001000000

THIS MODIFICATION OF MORTGAGE dated November 21, 2002, is made and executed between KITTRELL PROPERTIES LLC, whose address is 633 TREYMOOR LAKE CIR, ALABASTER, AL 35007-3168; A LIMITED LIABILITY COMPANY (referred to below as "Grantor") and REGIONS BANK, whose address is 2964 PELHAM PARKWAY, PELHAM, AL 35124 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated May 7, 1993 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded 05-11-1993 in the Office of Judge of Probate, Instrument #1993-13342.

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 190 Industrial Park Drive, Pelham, AL 35124.

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

Principal Increase from \$425,000.00 to \$432,500.00.

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 NOVEMBER 21, 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:

KITTRELL PROPERTIES LLC

By: [Signature] (Seal)
MARCUS KITTRELL, Member of KITTRELL
PROPERTIES LLC

LENDER:

x [Signature] (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: Debra Higgins
Address: 2964 PELHAM PARKWAY
City, State, ZIP: PELHAM, AL 35124

LIMITED LIABILITY COMPANY 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 **MARCUS KITTRELL, Member of KITTRELL PROPERTIES LLC**, a limited liability company, is signed to the foregoing Modification and who is known to me, acknowledged before me on this day that, being informed of the contents of said Modification, he or she, as such member and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this 21st day of November, 2002.

Debra C. Higgins
Notary Public

My commission expires _____

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 _____

A parcel of land located in the Southwest quarter of the Northwest quarter of Section 13, Township 20 South, Range 3 West, Shelby County, Alabama, described as follows:
Commence at the Southwest corner of the Northwest quarter of said Section 13; thence run East along the South line of said Northwest quarter a distance of 219.89 feet; thence turn left $69^{\circ} 42' 38''$ a distance of 675.95 feet to the point of beginning, said point being on the Westerly right of way of Highway #31 and also being on a curve to the right having a central angle of $2^{\circ} 34' 45''$ and a radius of 2390.74 feet; thence continue last course along the chord of said curve a distance of 107.61 feet; thence turn left from said chord $87^{\circ} 43' 49''$ a distance of 274.22 feet; thence turn left $89^{\circ} 52' 00''$ a distance of 237.25 feet to the Northerly right of way of Shelby County Highway #105; thence turn left $107^{\circ} 48' 34''$ along said right of way a distance of 255.82 feet; thence turn left $38^{\circ} 10' 47''$ along the right of way of the intersection of Highway #105 and said Highway #31 a distance of 62.88 feet to the point of beginning.

Situated in Shelby County, Alabama.