

Return original to:

John L. Hartman, III
Hartman & Springfield
P. O. Box 846
Birmingham, AL 35201-0846
(205) 879-0500

MODIFICATION TO MORTGAGE

THIS MODIFICATION TO MORTGAGE ("Modification") is made and entered into this 20th day of November, 2002, by and among TONYA R. FLEMING and husband, RICHARD B. FLEMING, ("Mortgagors"), and UNIVERSITY FEDERAL CREDIT UNION, a federally chartered credit union; ("Mortgagee").

WITNESSETH:

WHEREAS, Mortgagee made a loan to Mortgagors in the original principal amount of \$234,000.00 (the "Loan"), as evidenced by a Promissory Note in the original principal amount of \$234,000.00 dated May 7, 2002 (the "Note"); and

WHEREAS, Mortgagors granted, conveyed and mortgaged their interest in the real property described in Exhibit "A" hereto (the "Mortgaged Property") pursuant to that certain Future Advance Mortgage dated May 7, 2002 as recorded in the Office of the Judge of Probate of Shelby County, Alabama in Instrument 2002-22428 (the "Mortgage"); and

WHEREAS, Mortgagors now request that the Mortgagee lend to Mortgagors an additional \$56,000.00 and extend the amount available to draw on the note secured by such mortgage to \$290,000, and Mortgagee has granted such request.

NOW, THEREFORE, in consideration of the agreement by Mortgagee to make said advance and the premises and the mutual covenants and agreements contained herein, Mortgagors and Mortgagee agree as follows:

1. **Outstanding Principal Balance.** The parties agree that the unpaid principal balance of the Note, prior to the advance made hereunder is \$234,000.00. Mortgagee has agreed to advance to Mortgagors the additional sum of \$56,000.00, bringing the principal balance available to draw in accordance with the renewal Note to \$290,000.00.

2. **Payments.** The entire payment of principal and accrued interest shall be due on January 7, 2003 in accordance with the terms of the Renewal Note of even date herewith.

3. **Maturity Date.** The maturity date of the Loan shall be January 20, 2003.

4. **Interest Rate.** The interest rate shall remain at the rate of eight percent (8.0%) in accordance with the terms of the original Note.

5. **Prepayment.** The Loan may be prepaid in whole or in part during the term of the Loan without a penalty.

6. **Amendment to Loan Documents.** The Loan Documents are hereby amended to reflect the extension and renewal of the Loan. The Note shall be entitled to the security granted by the Loan Documents, as amended hereby.

7. **Mortgagors' Warranties and Covenants.** Mortgagors warrant to Mortgagee that there are no unfulfilled obligations or liabilities under the Note, Mortgage, Riders or any of the other Loan Documents which arose on or before the date of this Modification. There are no defenses, offsets, counterclaims or Events of Default under any of the Loan Documents. The provisions of the Loan Documents are in full force and effect and are enforceable against Mortgagors. Further, all information provided and representations made to Mortgagee for purposes of obtaining the extension and renewal of the Loan are true and correct in all material respects and there have been no material adverse changes since the date such has been provided.

8. **No Novation.** All parties hereto agree that this Modification shall not constitute a novation, and further agree that the terms and provisions of the Future Advance Mortgage, the Loan Agreement and the New Note shall remain valid and in full force and effect except as may be notified and amended herein. To the extent that any provisions of the Loan Documents are inconsistent with the terms of this Agreement, the provisions of this Agreement shall prevail.

9. **Indemnification.** All expenses and costs incurred by Mortgagee in connection with this modification shall be borne by Mortgagors including, but not limited to, appraisal fees, attorneys' fees, brokerage fees and all closing costs. Mortgagors agree to defend and indemnify Mortgagee against any and all claims in connection therewith.

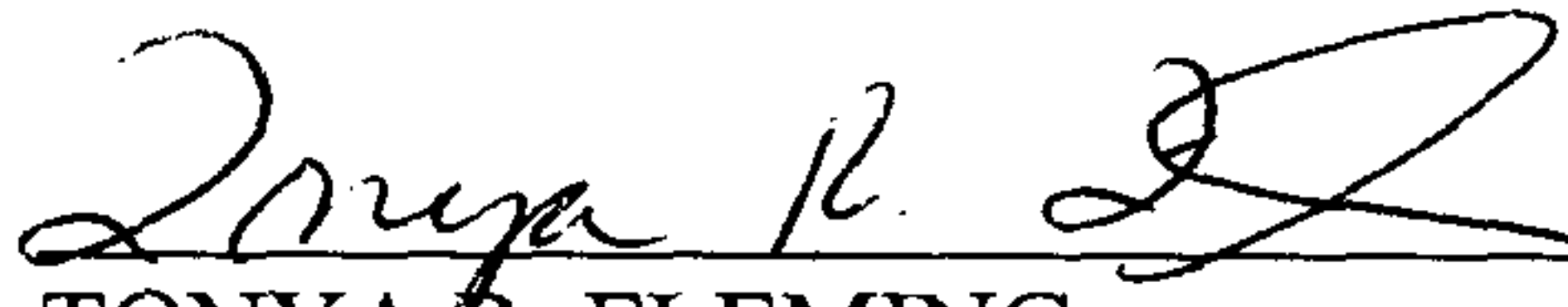
10. **Event of Default.** Mortgagors acknowledge and agree that a breach of a representation, warranty or covenant made herein shall constitute an Event of Default hereunder and under all other Loan Documents and Mortgagee shall be entitled to all remedies under the Loan Documents.

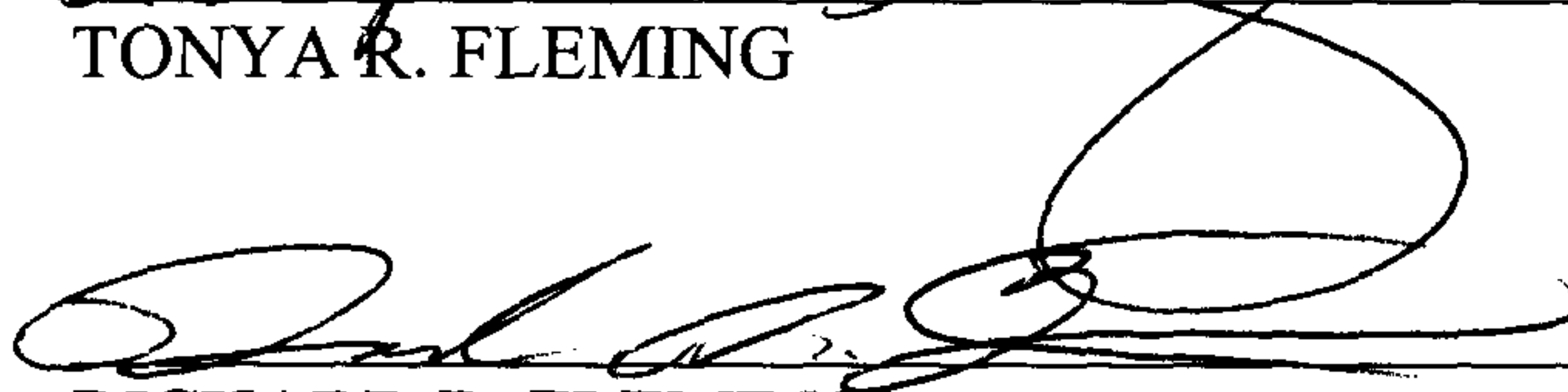
11. **Ratification.** Each and every other condition of the Loan Agreement, the Mortgage and any other Loan Documents, including but not limited to those not expressly amended hereby, are hereby ratified, confirmed and renewed in all respects, by all the parties hereto.

THIS WRITTEN MODIFICATION AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

IN WITNESS WHEREOF, the parties have duly executed this Modification as of the date first written above.

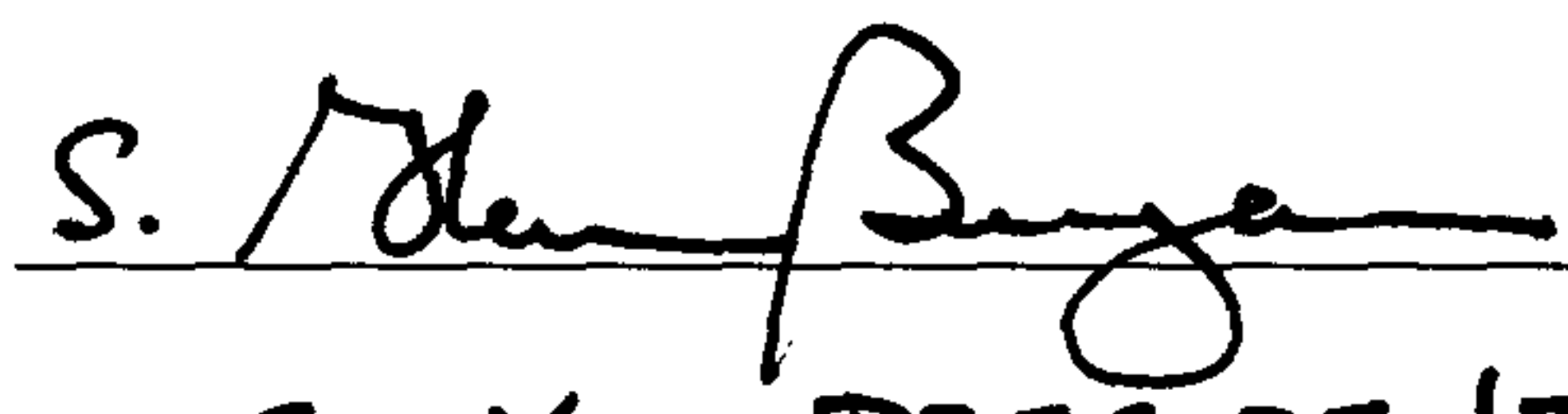
MORTGAGORS:


TONYA R. FLEMING


RICHARD B. FLEMING

MORTGAGEE:

UNIVERSITY FEDERAL CREDIT UNION

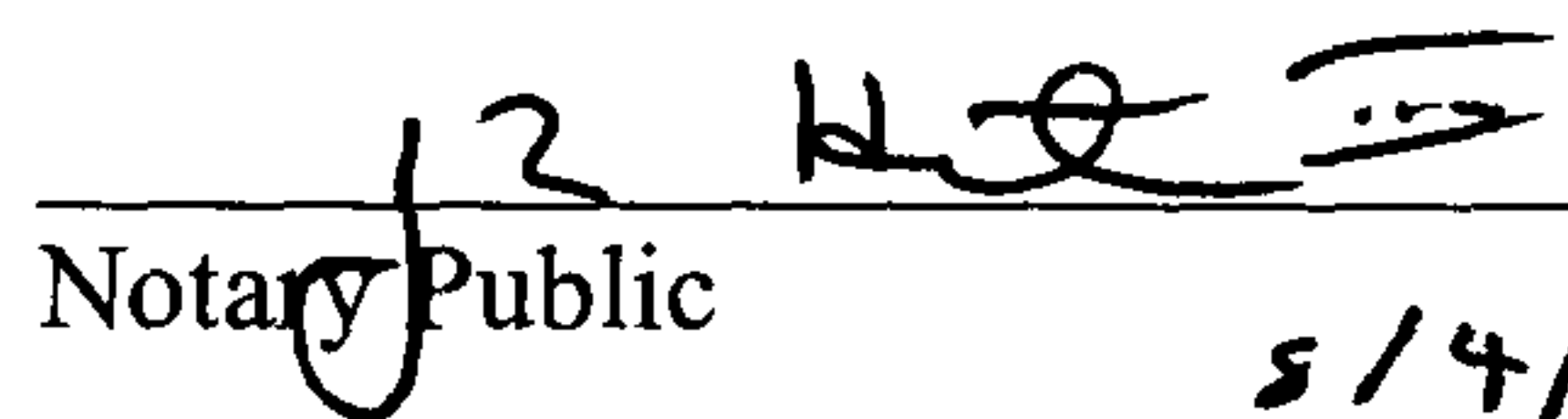
By: 
Its: **SR. VICE PRESIDENT**

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that TONYA R. FLEMING and husband, RICHARD B. FLEMING, whose names are signed to the foregoing Modification of Mortgage, and who are known to me, acknowledged before me on this day, that being informed of the contents thereof, they executed the same voluntarily and as their act on the day the same bears date.

Given under my hand and official seal, this the 20th day of November, 2002.


Notary Public 5/4/05

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that S. Glenn Bryan whose name as Senior Vice President of

UNIVERSITY FEDERAL CREDIT UNION, a federally chartered credit union, is signed to the foregoing Modification of Mortgage, and who is known to me, acknowledged before me on this day, that being informed of the contents thereof, he 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 the 20th day of November, 2002.



Notary Public

8/4/05