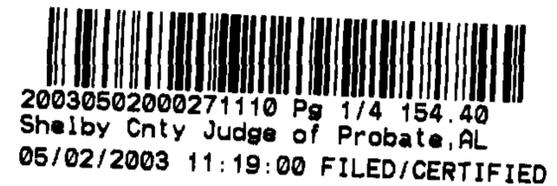


1116452



STATE OF ALABAMA)
SHELBY COUNTY)

SECOND AMENDMENT TO MORTGAGE

THIS AMENDMENT TO MORTGAGE entered into this 2nd day of April, 2003, on behalf of Richard E. Rushing, Sr. and Wife, Sonja M. Rushing (hereinafter called the Mortgagee”) and National Bank of Commerce of Birmingham, a national banking association (the “Lender”).

RECITALS

A. By Real Estate Mortgage recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Instrument #1998-09413 the Mortgagor granted a mortgage to the Lender to secure indebtedness in the original principal amount of \$225,000.00 (the “Loan), and as amended by Amendment to Mortgage dated January 10, 2002 and recorded in Instrument # 2002-13088 (the “Amendment to Mortgage”), the Mortgagor, granted a mortgage to the Lender on real property described as:

See Attached Exhibit “A”

to secure indebtedness in the original principal amount of \$225,000.00 and decreased to \$175,000.00 (the “Mortgage”).

B. The Mortgagor has requested the Lender extend additional credit and the Lender has agreed to extend additional credit, on the condition, among other things, the Mortgagor execute and deliver this Amendment to Mortgage.

NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

AGREEMENT

1. Paragraph A. of the Mortgage is hereby modified to read:

A. The Secured Line of Credit. Richard E. Rushing, Sr. and Sonja M. Rushing (hereinafter called “Borrower”, whether one or more) is now or may become in the future justly indebted to the Lender in the maximum principal amount of Two Hundred Sixty Four Thousand Six Hundred and no/100-----(\$264,600.00)(the “Credit Limit”) under a certain open-end line of credit established by the lender for Borrower pursuant to an agreement entitled “Home Equity Line Credit Agreement,” executed by the Borrower in favor of the Lender, date April 2, 2003 (the “Credit Agreement”). The Credit Agreement provides for an open-end credit plan under which the Borrower may borrow and repay, and reborrow and repay, amounts from the Lender up to a maximum principal amount at any one time outstanding not exceeding the Credit Limit.

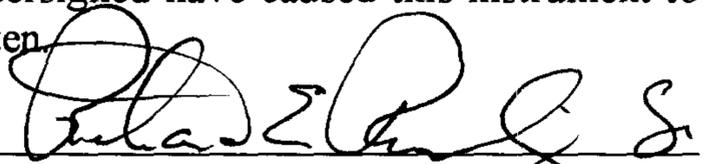
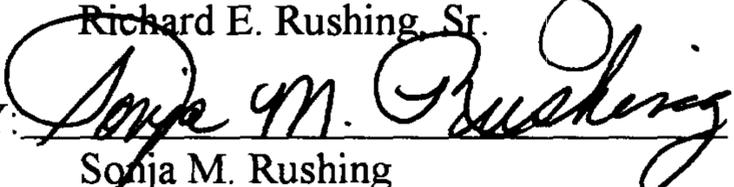
Alabama Real Estate Title Ctr. LLC
215 Richard Arrington Jr. Blvd. Ste 901
B'ham AL 35282-8342

2. Paragraph C. of the Mortgage is hereby modified to read:

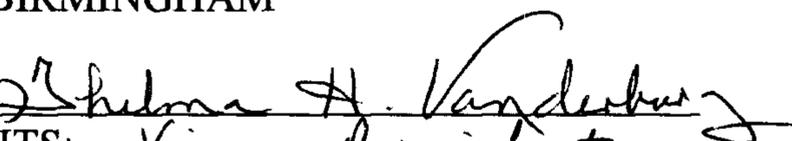
C. Mortgage Tax. This Mortgage secures open end or revolving indebtedness with residential real property or interests therein. Therefore, under Sections 40-22-2 (1) b, Code of Alabama 1975, as amended, the mortgage filing privilege tax shall not exceed \$.15 for each \$100, or fraction thereof, of the Credit Limit of \$264,600.00, which is the maximum principal indebtedness, or fraction thereof, to be secured by this Mortgage at any one time. Although the interest rate payable on the line of credit may increase if the Index in effect on the first day of the billing cycle increases, the increased finance charges that may result are payable monthly under the Credit Agreement and there is no provision for negative amortization, capitalization of unpaid finance charges or other increases in the principal amount secured hereby over and above the Credit Limit. Therefore, the principal amount secured will never exceed the Credit Limit unless an appropriate amendment hereto is duly recorded and any additional mortgage tax due on the increased principal amount paid at the time of such recording.

3. Except as modified herein, the Mortgage shall remain in full force and effect.

IN WITNESS WHEREOF, each of the undersigned have caused this instrument to be executed on the day and years first above written.

BY: 
Richard E. Rushing, Sr.
BY: 
Sonja M. Rushing

NATIONAL BANK OF COMMERCE
OF BIRMINGHAM

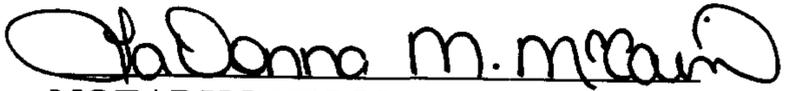
BY: 
ITS: Vice-President

**THIS AMENDMENT TO MORTGAGE SECURES ADDITIONAL
INDEBTEDNESS OF \$ 89,600.00.**

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Richard E. Rushing Sr. Sonja M. Rushing whose names are signed to the foregoing instrument, and who are known to me, acknowledged before on this day that, being informed of the contents of said instrument, they executed the same voluntarily on the date the same bears date.

Given under my hand and official seal this 2 day of April, 2003.


NOTARY PUBLIC

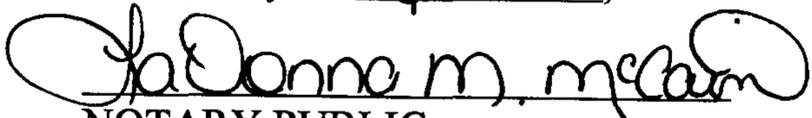
AFFIX SEAL

My Commission Expires: Aug. 15, 2004

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned authority, in and for said county in said state, hereby certify that Thelma H. Vanderburg whose name as vice. President of National Bank of Commerce of Birmingham, a national banking association, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, as such officer, and with full authority, executed the same voluntarily for as the act of said banking association.

Given under my hand and official seal this 2 day of April, 2003.


NOTARY PUBLIC

AFFIX SEAL

My commission Expires: Aug. 15, 2004

THIS INSTRUMENT PREPARED BY:

Deidre Justice
National Bank of Commerce of Birmingham
P.O. Box 10686
Birmingham, Alabama 35202-0686

EXHIBIT "A"

PART OF THE NW 1/4 OF THE NW 1/4 OF SECTION 5, TOWNSHIP 20 SOUTH, RANGE 3 WEST, SHELBY COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SAID SECTION AND PROCEED SOUTH ALONG WEST LINE OF SAID FORTY TO POINT 761.58 FEET WHICH IS ALSO THE POINT OF INTERSECTION WITH THE SOUTH BOUNDARY OF ROAD RIGHT OF WAY, THIS POINT ALSO BEING CALLED THE POINT OF BEGINNING; THENCE TURN LEFT 57 MINUTES 18 SECONDS FOR A DISTANCE OF 197 FEET; THENCE TURN LEFT 90 DEGREES FOR A DISTANCE OF 215.99; THENCE TURN LEFT AGAIN 90 DEGREES FOR A DISTANCE OF 197 FEET TO A POINT OF INTERSECTION WITH HIGHWAY RIGHT OF WAY; THENCE TURN LEFT AND TRAVEL WESTERLY ALONG SAID RIGHT OF WAY TO THE POINT OF BEGINNING.

SITUATED IN SHELBY COUNTY, ALABAMA.

Issued through the Office of:

Alabama Real Estate Title Center, LLC

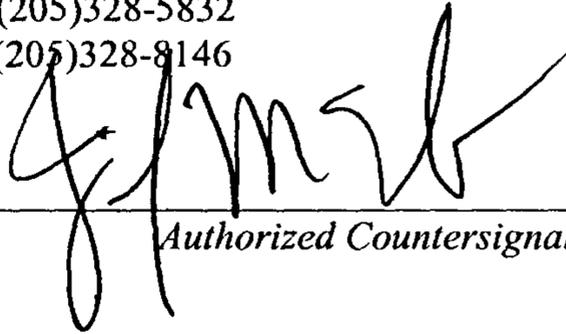
215 Richard Arrington Jr. Blvd

Suite 901

Birmingham, AL 35203-3715

Tel. (205)328-5832

Fax (205)328-8146



Authorized Countersignature