


[MORTGAGE FILING PRIVILEGE TAXES HAVE BEEN PREVIOUSLY PAID ON INDEBTEDNESS IN THE AMOUNT OF \$221,700.00 IN CONNECTION WITH THAT CERTAIN MORTGAGE DATED JANUARY 12, 2001 RECORDED WITH THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA IN INSTRUMENT # 2001-04852.]¹

STATE OF ALABAMA)
COUNTY OF SHELBY)


20030613000373110 Pg 1/5 24.00
Shelby Cnty Judge of Probate, AL
06/13/2003 12:20:00 FILED/CERTIFIED

AMENDMENT TO MORTGAGE

THIS AMENDMENT TO MORTGAGE ("this Amendment") dated as of June 3, 2003 (the "Effective Date") is entered into by ASHLEA W. HARRINGTON, AN UNMARRIED PERSON and BETTY A. WITHEE, AN UNMARRIED PERSON (the "Borrowers"), and National Bank of Commerce of Birmingham (the "Lender").

Recitals

A. The Borrower has heretofore executed a certain Mortgage dated January 12, 2001 and recorded in the Office of the Judge of Probate of Shelby County, Alabama in Instrument #2001-04852 in favor of the Lender (the "Security Instrument").

B. The Security Instrument secures (among other things) a certain loan in the principal amount of \$221,700.00 (the "Loan"), which Loan is evidenced by that certain Adjustable Rate Note dated January 12, 2001 executed by the Borrower in favor of the Lender in the principal amount of \$221,700.00 (the "Note").

C. The Borrower has requested that the Lender agree to amend and restate the Note to provide for a different index for determining the interest rate and to make certain other changes to the payment terms and schedule and to [[shorten] the Maturity Date of the Loan to July 1st 2028 (the "Amended Maturity Date")]. The Lender has agreed to such amendments upon the condition that, among other things, the Borrower execute this Amendment in order to reflect the amendment and restatement of the Note and the other changes noted herein.

Agreement

NOW, THEREFORE, in consideration of the premises and the mutual agreements set forth in this Amendment, effective as of the Effective Date, the Borrower and the Lender hereby agree as follows:

1. Capitalized terms used in this Amendment and not otherwise defined herein have the respective meanings attributed thereto in the Security Instrument.

2. [From and after the Effective Date, the maturity date referenced on page [2] of the Security Instrument shall be, and it is hereby, replaced in its entirety with the following: July 1st, 2028.]

3. From and after the Effective Date, the Adjustable Rate Rider originally attached to the Security Instrument is hereby deleted in its entirety and the Adjustable Rate Rider attached hereto is hereby substituted therefore; provided, however, that the first paragraph of the attached rider is hereby amended to read as follows:

"THIS ADJUSTABLE RATE RIDER is made this 3rd day of June, 2003 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated January 12, 2001 given by ASHLEA W. HARRINGTON, AN UNMARRIED PERSON and BETTY A. WITHEE, AN UNMARRIED PERSON ("Borrowers") to secure Borrower's Adjustable Rate Note to NATIONAL BANK OF

¹ For use in Alabama only.
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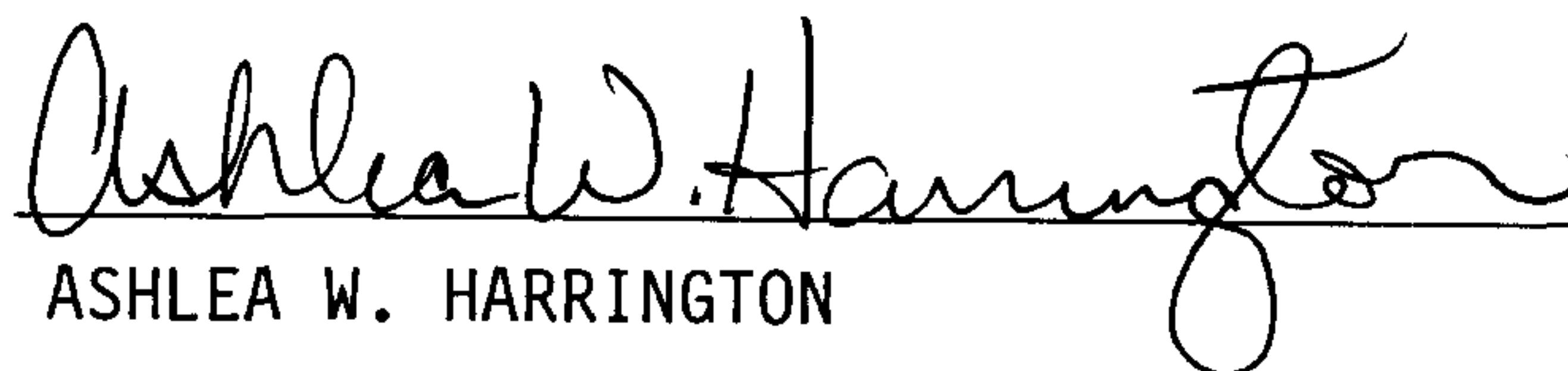
COMMERCE OF BIRMINGHAM, A NATIONAL BANKING ASSOCIATION
("Lender") originally dated January 12, 2001 (as amended and restated by that
certain Amended and Restated Agreement and the Adjustable Rate Note dated
June 3rd, 2003, (the "Note"), and covering the property described in the Security
Instrument and located at: 802 WILLOW OAK DRIVE, BIRMINGHAM,
ALABAMA 35244.

4. In order to induce the Lender to enter into this Amendment, the Borrower hereby
represents and warrants that all the representations and warranties set forth in the Security Instrument and
Note are true and correct as of the date of this Amendment and as of the date of execution hereof; and no
event of default under the Security Instrument has occurred and is continuing.

5. Except as hereby expressly modified and amended the Security Instrument shall remain
in full force and effect in accordance with its terms. This Amendment is not intended to be or create, nor
shall it be construed as, a novation or an accord and satisfaction of the debts secured by the Security
Instrument.

IN WITNESS WHEREOF, each of the undersigned has executed this Amendment all as of the
Effective Date first set forth above.

BORROWER


ASHLEA W. HARRINGTON

BORROWER


BETTY A. WITHEE

LENDER

NATIONAL BANK OF COMMERCE


By: Laurie W. Trimm
Its: Vice President

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify
that LAURIE W. TRIMM, whose name as V.P. of
NBC, a National corporation, 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 instrument, 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 3rd day of June, 2003.

Angela Carter Braggell
Notary Public

My Commission Expires:

[Seal]

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Aug. 18, 2003
BONDED THRU NOTARY PUBLIC UNDERWRITERS

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that ASHLEY W. HARRINGTON, 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 instrument, he, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 3rd day of June, 2003.

Angela Carter Braggell
Notary Public

My Commission Expires:

[Seal]

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Aug. 18, 2003
BONDED THRU NOTARY PUBLIC UNDERWRITERS

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that BEHNA WILKIE, 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 instrument, he, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 3rd day of June, 2003.

Angela Carter Braggell
Notary Public

My Commission Expires:

[Seal]

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Aug. 18, 2003
BONDED THRU NOTARY PUBLIC UNDERWRITERS

This instrument was prepared by:

ADJUSTABLE RATE RIDER
(LIBOR Index - Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 3rd day of JUNE, 2003 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to NATIONAL BANK OF COMMERCE OF BIRMINGHAM, A NATIONAL BANKING ASSOCIATION ("Lender") of the same date and covering the property described in the Security Instrument and located at:

802 WILLOW OAK DRIVE, BIRMINGHAM, ALABAMA 35244

[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 3.375 %. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the 1st day of JANUARY, 2004 and on that day every sixth (6th) month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for 6 month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in The Wall Street Journal. The most recent Index figure available as of the first business day of the month immediately preceding the month in which the Change Date occurs is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO - - - - - percentage point(s) (2.000) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

(i) **Interest-Only Period.** The "interest-only period" is the period from the date of this Note through JUNE 30, 2013. For the interest-only period, after calculating my new interest rate as provided above, the Note Holder will then determine the amount of the monthly payment that would be sufficient to pay the interest which accrues on the unpaid principal of my loan. The result of this calculation will be the new amount of my monthly payment.

(ii) **Amortization Period.** The "amortization period" is the period after the interest-only period. For the amortization period, after calculating my new interest rate as provided above, the Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

My interest rate will never be greater than 12.000 %.


(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

 (Seal)
ASHLEA W. HARRINGTON Borrower

 (Seal)
BETTY A. WITHEE Borrower

____ (Seal)
Borrower

____ (Seal)
Borrower

____ (Seal)
Borrower

____ (Seal)
Borrower