
AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT

THIS AGREEMENT, is made and entered into this 7th day of August, 2003, between **IRA D. LEVINE and wife, F. JEAN LEVINE** (hereinafter collectively referred to as "Borrower") and **FIRST COMMERCIAL BANK**, a State Bank (hereinafter referred to as "Lender").

RECITALS

WHEREAS, Borrower is justly indebted to Lender pursuant to a loan in the principal amount of One Hundred Sixty Thousand and No/100 Dollars (\$160,000.00) (the "Loan") as evidenced by a Promissory Note dated October 11, 2000, payable to Lender in installments with interest thereon (hereinafter collectively referred to as the "Note"). The Note is further evidenced and secured by a certain Mortgage and Security Agreement dated October 11, 2000, recorded at Inst. # 2000-35841 in the Office of the Judge of Probate of Shelby County, Alabama (the "Mortgage"); and

WHEREAS, Borrower has executed and delivered to Lender simultaneously herewith an Promissory Note Modification Agreement increasing the indebtedness by \$25,000.00, and the Mortgage as referred to above is given to secure said Promissory Note Modification Agreement in the amount of \$185,000.00; and

WHEREAS, the Mortgage is a valid and enforceable lien upon the Premises; and

WHEREAS, Borrower and Lender are desirous of amending said Mortgage to secure the additional indebtedness from Borrower to Lender.

NOW THEREFORE, in consideration of the premises, covenants and the mutual agreements hereinafter set forth, the parties hereto agree as follows:


1. The Mortgage is hereby amended to increase the indebtedness due Lender in the amount of Twenty Five Thousand and No/100 Dollars (\$25,000.00). Any reference to indebtedness or Loan shall mean the sum of One Hundred Eighty Five Thousand and No/100 Dollars (\$185,000.00).
2. From and after the date hereof, any references to the Loan or Indebtedness due Lender contained in the Loan Documents or in any other instrument or document shall be deemed to refer to such instrument as amended hereby.
3. Borrower hereby (a) ratifies and confirms the lien, conveyance and grant contained in and created by the Mortgage, as the same is modified and extended in the Mortgage, and (b) agrees that nothing contained in this Agreement is intended to or shall impair the lien, conveyance and grant of the Mortgage as the same is modified.
4. Except as amended and modified, the Mortgage is hereby confirmed.

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IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the day and year first above written.

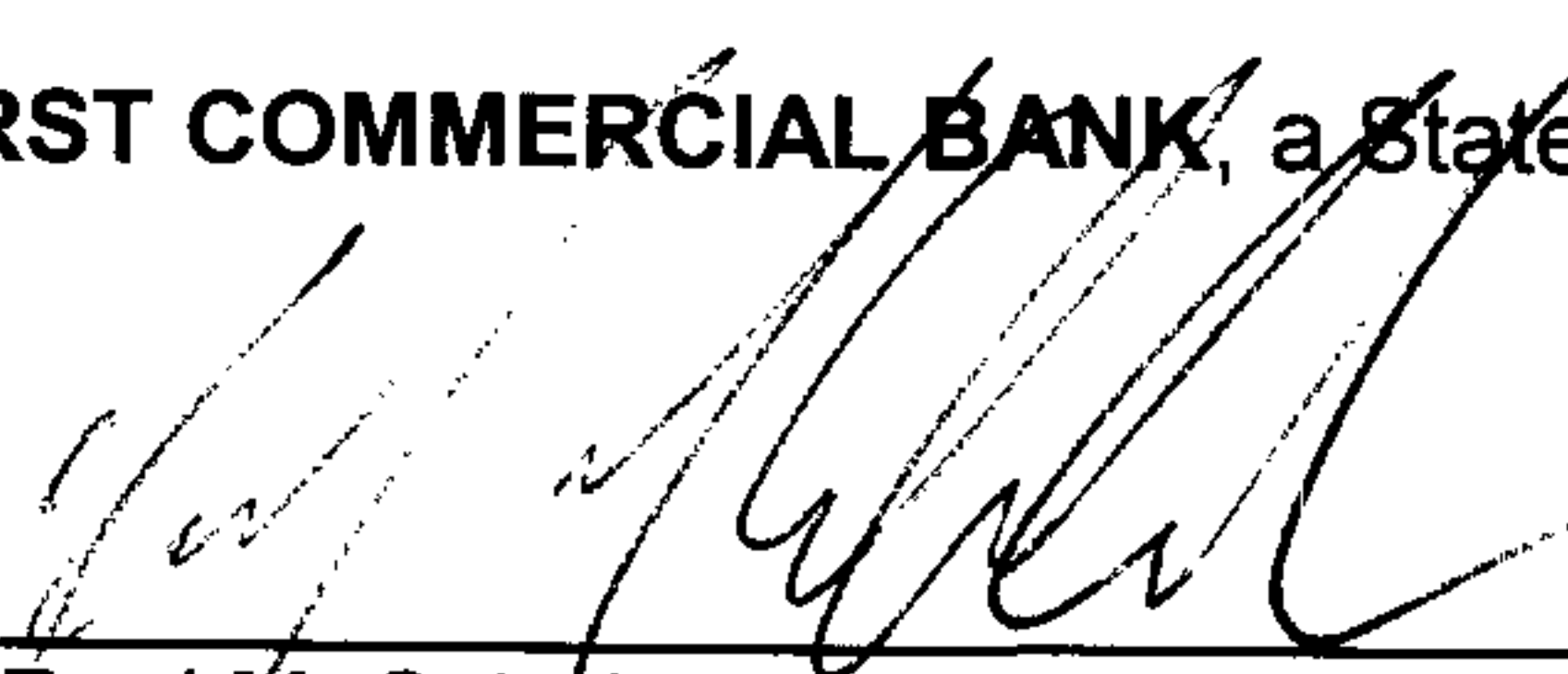
BORROWER:

 [SEAL]
IRA D. LEVINE

 [SEAL]
F. JEAN LEVINE

LENDER:

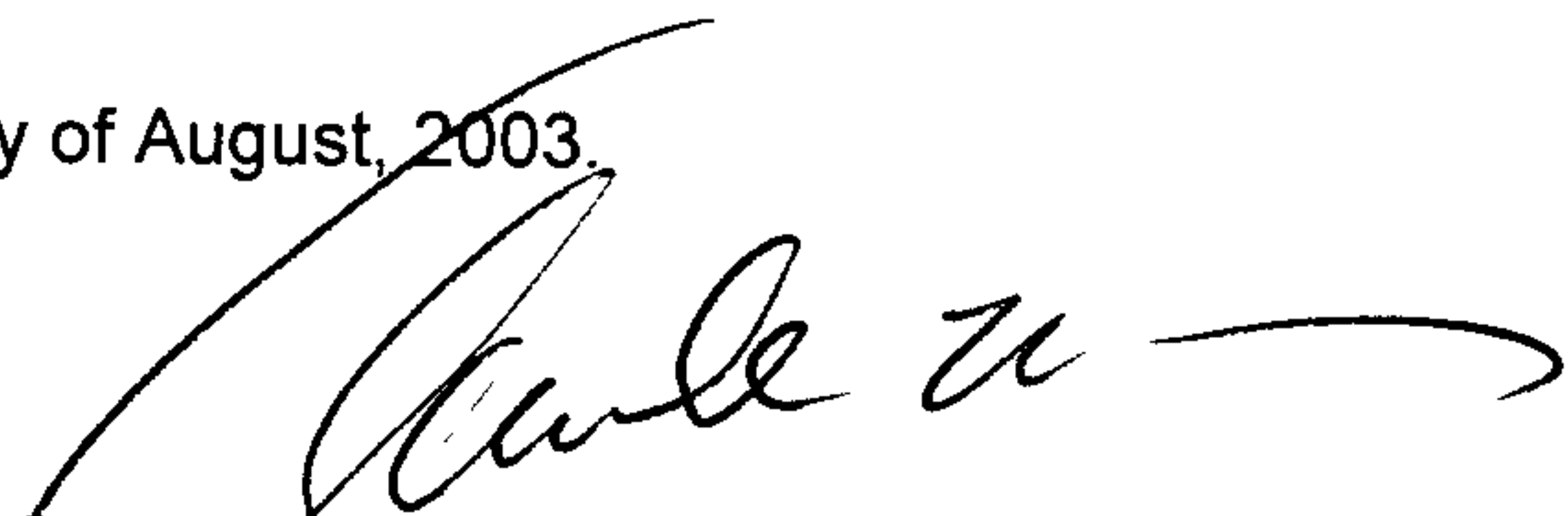
FIRST COMMERCIAL BANK, a State Bank

By:  [SEAL]
Paul M. Schabacker
Its First Vice President

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that **IRA D. LEVINE** and **F. JEAN LEVINE**, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 7th day of August, 2003.

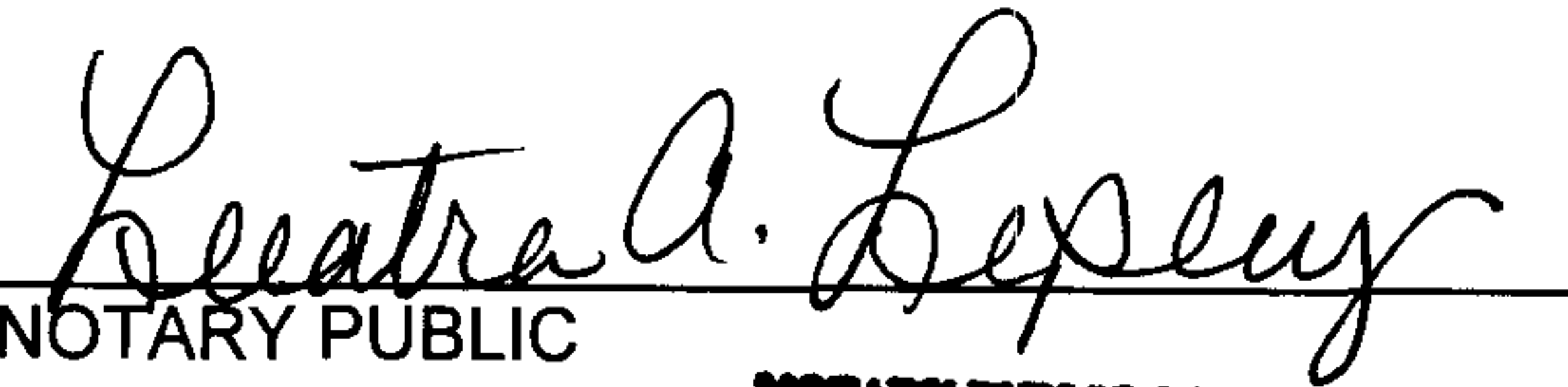

NOTARY PUBLIC
My Commission Expires: 12/28/03

[NOTARIAL SEAL]

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a notary public in and for said County and State, hereby certify that Paul M. Schabacker, whose name as First Vice President of **FIRST COMMERCIAL BANK**, a State Bank, is signed to the foregoing document 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 bank.

Given under my hand and official seal this 7th day of August, 2003.


NOTARY PUBLIC
My Commission Expires **NOTARY PUBLIC STATE OF ALABAMA AT LARGE**
MY COMMISSION EXPIRES: Feb 21, 2006
BONDED THRU NOTARY PUBLIC UNDERWRITERS
[NOTARIAL SEAL]

This Instrument Prepared By:

Claude McCain Moncus, Esq.
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