

[MORTGAGE FILING PRIVILEGE TAXES HAVE BEEN PREVIOUSLY PAID ON INDEBTEDNESS IN THE AMOUNT OF \$557,600.00 IN CONNECTION WITH THAT CERTAIN MORTGAGE DATED MAY 30,2003 RECORDED WITH THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA IN INSTRUMENT # 20030603000342800/PAGES 1-22.]¹

STATE OF ALABAMA)
COUNTY OF SHELBY)

AMENDMENT TO MORTGAGE

THIS AMENDMENT TO MORTGAGE ("this Amendment") dated as of MAY 24,2004 (the "Effective Date") is entered into by BRADLEY JONES AND KATHY JONES, Husband and Wife (the "Borrower"), and National Bank of Commerce of Birmingham (the "Lender").

Recitals

A. The Borrower has heretofore executed a certain Mortgage dated MAY 30,2003 and recorded in the Office of the Judge of Probate of Jefferson County, Alabama in Instrument #20030603000342800/PAGES 1-22 in favor of the Lender (the "Security Instrument").

B. The Security Instrument secures (among other things) a certain loan in the principal amount of \$557,600.00 (the "Loan"), which Loan is evidenced by that certain Adjustable Rate Note dated MAY 30, 2003 executed by the Borrower in favor of the Lender in the principal amount of \$557,600.00 (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 JUNE 1,2029 (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: JUNE 1ST,2029.]

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 24TH day of MAY,2004 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated may 30th,2003 given by BRADLEY JONES AND KATHY JONES, Husband and Wife ("Borrower") to secure Borrower's Adjustable Rate Note to NATIONAL BANK OF COMMERCE OF BIRMINGHAM, A NATIONAL BANKING ASSOCIATION ("Lender") originally dated MAY

¹ For use in Alabama only.
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30TH,2003 (as amended and restated by that certain Amended and Restated Agreement and the Adjustable Rate Note dated MAY 24TH,2004, the "Note"), and covering the property described in the Security Instrument and located at: 1376 LEGACY DRIVE,BIRMINGHAM,ALABAMA 35242.

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

Bradley Jones
Kathy Jones

LENDER

NATIONAL BANK OF COMMERCE

Laurie W. Trimm
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 Vice President of National Bank of Commerce of Birmingham 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 24th day of May, 2004.

John A. Grant
Notary Public JOHN A. GANT

My Commission Expires:
10/20/05

[Seal]

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that BRADLEY JONES, 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 24th day of May, 2004.

John A. Gant
Notary Public JOHN A. GANT

My Commission Expires:
10/20/2005

[Seal]

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that KATHY JONES, 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 24th day of May, 2004.

John A. Gant
Notary Public JOHN A. GANT

My Commission Expires:
10/20/2005

[Seal]

This instrument was prepared by:

JOHN A. GANT
200 Office Park Drive, Ste. 210
Birmingham, AL 35223

ADJUSTABLE RATE RIDER
(LIBOR Index - Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 24th day of MAY, 2004 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:

1376 LEGACY DRIVE, BIRMINGHAM, ALABAMA 35242

[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 3.250 %. 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 DECEMBER, 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.

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(i) **Interest-Only Period.** The "interest-only period" is the period from the date of this Note through MAY 31, 2014 . 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 %.

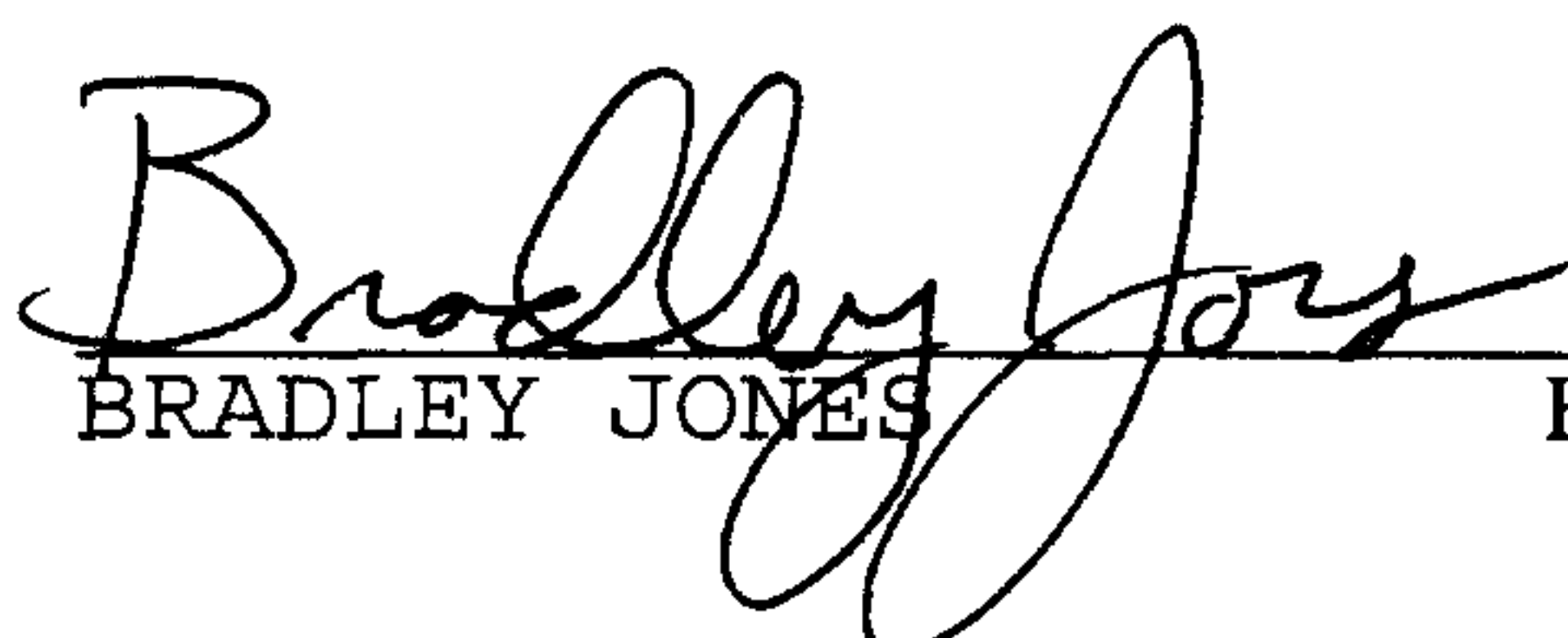
(E) **Effective Date of Changes**

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**

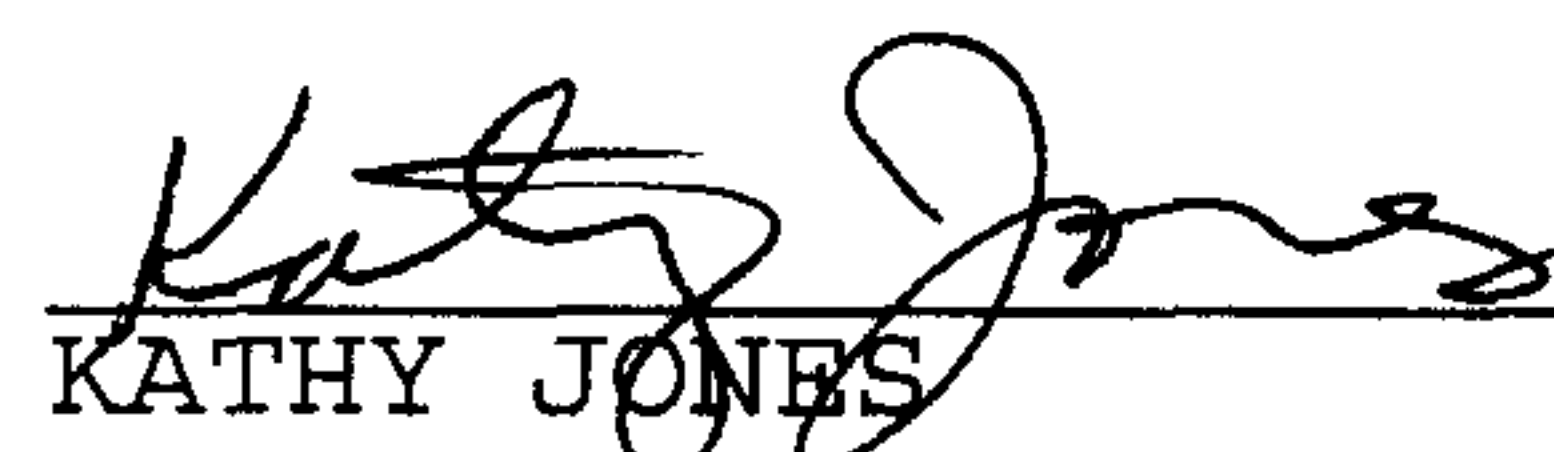
The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any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

____ (Seal)
Borrower

____ (Seal)
Borrower

 (Seal)
KATHY JONES Borrower

____ (Seal)
Borrower

____ (Seal)
Borrower