WHEN RECORDED MAIL TO: First United Security Bank

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED April 21, 2005 BETWEEN LEWANDA VANPELT (referred to below as "Grantor") whose address is 559 Woodbridge Trace Alabama 35043; and First United Security Bank (referred to below as "Lender"), whose address is P. O. Box 249, Thomasville, AL 36784.

MORTGAGE. Grantor and Lender have entered into a mortgage dated October 01, 2003 (the "Mortgage") recorded in BIBB County, State of Alabama as follows:

RECORDED ON OCTOBER 01, 2004 IN SHELBY COUNTY ALABAMA IN RBP BK 20041004000547250, PG 1/7 378.05

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property (the "Real Property") located in BIBB County, State of Alabama:

SEE ATTACHED "EXHIBIT A"

The Real Property or its address is commonly known as 559 Woodbridge Trace Chelsea Al 35043. **MODIFICATION.** Grantor and Lender hereby modify the Mortgage as follows:

The Credit Limit or maximum principal indebtedness secured by the Mortgage (excluding finance charges, any temporary overages, other charges and any amounts expended or advanced as provided in the mortgage) is hereby increased from 232,618.25 to \$261,750.00.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OR MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS.

CAUTION--IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.

LEWANDA VANPELT

LENDER:

BY:\

First United Security Bank

Authorized Officer

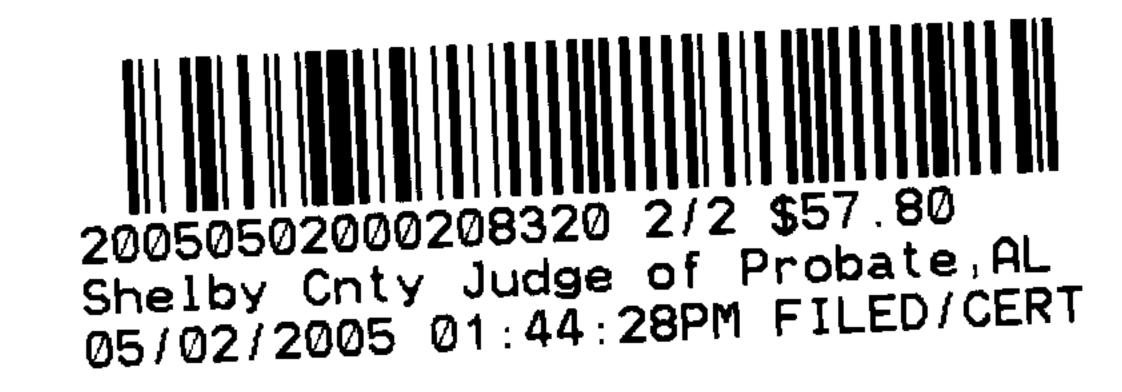


EXHIBIT "A "

LOT 48, ACCORDING TO THE SURVEY OF CAMERON WOODS 3RD ADDITION, AS RECORDED IN MAP BOOK 33, PAGE 30, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.