

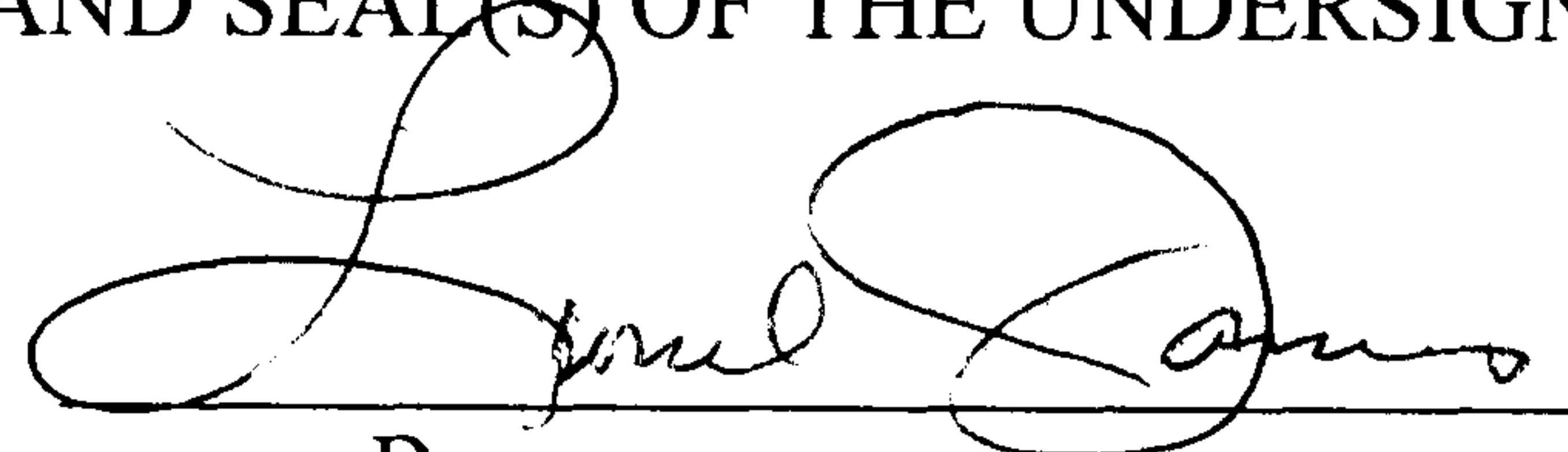
MODIFICATION AGREEMENT

This Modification Agreement ("Agreement"), is made this **23** day of **December 2004**, between **Lionel James** ("Borrower") and Colonial Bank, N. A. as successor in interest to **Colonial Bank** ("Lender") and modifies the *fixed/adjustable rate note* dated **June 5, 2001** executed by Borrower in favor of Lender (the "Note").

The parties agree as follows:

1. As of the day hereof, the outstanding principal balance on the loan evidence by the Note is **\$188395.60**.
2. The Maturity Date of the Note is hereby modified and extended to **April 2032**.
3. Borrower shall continue to make payments in amount as set for the in the Note and on the same day as set forth in the Note.
4. Except as specifically modified herein, all other terms and provisions of the Note shall remain in full force.
5. Borrower hereby reaffirms and ratifies the Note, as modified and that certain Mortgage, Deed of Trust or Deed to Secured to Secure Date dated **June 5, 2001** and recorded at **Shelby County Judge of Probate** and given as security for the Note (the "Security Instrument"). ** Nothing in this Agreement shall be understood or constructed to be a satisfaction or release in whole or in part of the Note and the Security Instrument. Except as provided in this Agreement, the Note and the Security Instrument will remain unchanged, and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

 (Seal)
Borrower

_____(Seal)
Borrower

** Recorded Mortgage dated 06/11/2001, Inst # 2001-23883



20051205000627940 2/2 \$296.60
Shelby Cnty Judge of Probate, AL
12/05/2005 01:07:48PM FILED/CERT

STATE OF Alabama)

COUNTY OF Shelby)

I, Scott J. Hinton, for the State and County above, do hereby
certify that Lionel James, whose name is signed to the foregoing
instrument and who is know to me [or presented identification], acknowledged before me
on this day that, being informed of the contents of said instrument, s/he executed the
same voluntarily.

Given under hand and official seal this the 26 day of January, 2005.

Scott J. Hinton
NOTARY PUBLIC
My Commission Expires: 04/06/08

STATE OF _____)

COUNTY OF _____)

I, _____, for the State and County above, do hereby
certify that _____, whose name is signed to the foregoing
instrument and who is know to me [or presented identification], acknowledged before me
on this day that, being informed of the contents of said instrument, s/he executed the
same voluntarily.

Given under hand and official seal this the _____ day of _____, 20____.

NOTARY PUBLIC
My Commission Expires: _____