

STATE OF ALABAMA )

COUNTY OF SHELBY )

**MORTGAGE MODIFICATION AGREEMENT**

THIS MORTGAGE MODIFICATION AGREEMENT (hereinafter referred to as "Mortgage Modification Agreement") is made and entered into this 19th day of SEPTEMBER, 1997 by and between GLEN A TOWERY AND MELINDA L TOWERY (hereinafter referred to as "Borrower") and \_\_\_\_\_ (hereinafter referred to as "Lender").

**RECITALS**

A. Borrower previously executed and delivered unto Lender that certain Promissory Note dated APRIL 16, 1997 in the original principal sum of \$ 188,000.00 (the "Note"), which Note provides, among other things, that interest will be at a 9.50% rate as specified therein.

B. The Note is secured by that certain Mortgage dated APRIL 16, 1997 from Borrower to Lender, which Mortgage is recorded in the Office of the Judge of Probate of SHELBY County, Alabama in INSTRUMENT Book 1997, Page 12249 (the "Mortgage").

C. Borrower has requested Lender to increase the amount of the loan by \$ 13,200.00 and Lender has agreed to such request. Borrower and Lender have simultaneously herewith executed a Note Modification Agreement of even date herewith pertaining to the Note and the increased loan amount. Borrower and Lender desire hereby to amend the Mortgage to secure the Note, as amended by the Note Modification Agreement, all under the following terms and conditions.

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable considerations, receipt and sufficiency of which are hereby acknowledged, Borrower and Lender do hereby agree as follows:

1. The Mortgage is hereby amended as follows:

- (a) On Page 1, in lines 7 and 8, change "ONE HUNDRED EIGHTY EIGHT THOUSAND EIGHT HUNDRED DOLLARS Dollars (U.S. \$ 188,000.00 )" to "TWO HUNDRED TWO THOUSAND DOLLARS Dollars (U.S. \$ 202,000.00 )."
- (b) On Page 1, in line 9, after the words "Security Instrument" delete "(Note)", insert a comma and add "as amended by that certain Note Modification Agreement dated September 19, 1997 (the note, as so amended, being herein called the "Note")."

2. The Borrower shall cause this Mortgage Modification Agreement to be recorded in the Office of the Judge of Probate of SHELBY County, Alabama and shall cause an endorsement to be issued to the existing Title Insurance Commitment/Policy issued in favor of Lender, said Commitment/Policy to be updated at Borrower's expense and endorsed thru the recordation of this Modification Agreement in order to insure the Mortgage, as modified by this Mortgage Modification Agreement, without any intervening liens or other rights.

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SHELBY COUNTY JUDGE OF PROBATE  
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3. Except as set forth herein, the Mortgage shall remain unmodified and unaffected by this Mortgage Modification Agreement, and is hereby approved, ratified and declared in full force and effect.

IN WITNESS WHEREOF, Borrower and Lender have hereunto caused this Mortgage Modification Agreement to be executed in three (3) counterparts, each of which shall be deemed to be an original, as of the date first hereinabove written.

"BORROWER"

[Signature] (L.S.)  
GLEN A TOWERY  
[Signature] (L.S.)  
MELINDA L TOWERY

"LENDER"

ALIAN BANK  
STEVEN D. ERICKSON  
BY: [Signature]  
Its PRESIDENT & CEO

STATE OF ALABAMA )  
COUNTY OF JEFFERSON )

I the undersigned, a Notary Public in and for STATE AT LARGE, do hereby certify that GLEN A TOWERY and MELINDA L TOWERY, whose name(s) is(are) signed to the foregoing instrument, and who is(are) known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 19th day of September, 1997.

(SEAL)

[Signature]  
Notary Public  
My Commission Expires: \_\_\_\_\_

STATE OF ALABAMA )  
COUNTY OF JEFFERSON )

My Commission Expires June 26, 2000

I the undersigned, a Notary Public in and for STATE AT LARGE, do hereby certify that STEVEN D ERICKSON, whose name as REGION FOUR PRESIDENT of ALIAN BANK, a 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 the above and foregoing instrument, he as such officer and with full authority, executed the same voluntarily for and as the act of said ALIAN BANK, a CORPORATION, on the day the same bears date.

Given under my hand and official seal this the 19th day of September, 1997.

(SEAL)

[Signature]  
Notary Public  
My Commission Expires: \_\_\_\_\_

My Commission Expires June 26, 2000

[ACKNOWLEDGEMENT CONTINUED ON NEXT PAGE]

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