

MODIFICATION AGREEMENT

STATE OF ALABAMA }
COUNTY OF SHELBY }

Account Number: 74-103032

THIS AGREEMENT of Modification made and entered into by and between **David G. Reeves and wife, Janet R. Reeves** (hereinafter referred to as "Borrower") and First National Bank of Shelby County, (hereinafter referred to as FNBSC), on this the 26th day of January, 2001.

WITNESSETH:

WHEREAS, Borrower, on the 18th day of January, 1997, executed to FNBSC a Line of Credit Agreement in the principal sum of \$20,583.30 ("Line of Credit"), and on the 23rd day of July, 1999 the Borrower executed an Amendment to Mortgage to increase the Line of Credit to \$30,583.30, and on the 19th day of August, 2000 the Borrower executed an Amendment to Mortgage to increase the Line of Credit to \$110,000.00 which Line of Credit is secured by a mortgage conveying certain property situated in Shelby County, Alabama, which mortgage is recorded in the Probate Office of said County, **Instrument Number 1997-04837 (Mortgage) and Mortgage Amendments being recorded in Instrument Number 1999-32691 and Instrument Number 2000-29125**, reference being hereby made to the Mortgage for a particular description of the Line of Credit and the description of the property securing the payment of the Line of Credit (the "Mortgage Property") and

WHEREAS, the Borrower is the owner of the Mortgage Property, and has requested to **lower the credit limit from \$110,000.00 to \$44,000.00 (a decrease of \$66,000.00),**

WHEREAS, there are no liens or encumbrances against the Mortgage Property, or judgments against the Borrower, and

WHEREAS, Borrower is desirous of paying the balance of the Line of Credit and Mortgage in accordance with a loan plan of FNBSC, and the rules and regulations governing same;

NOW, THEREFORE, in consideration of the mutual benefits to flow to each of the parties hereto, the undersigned hereby agree and covenant as follows, viz:

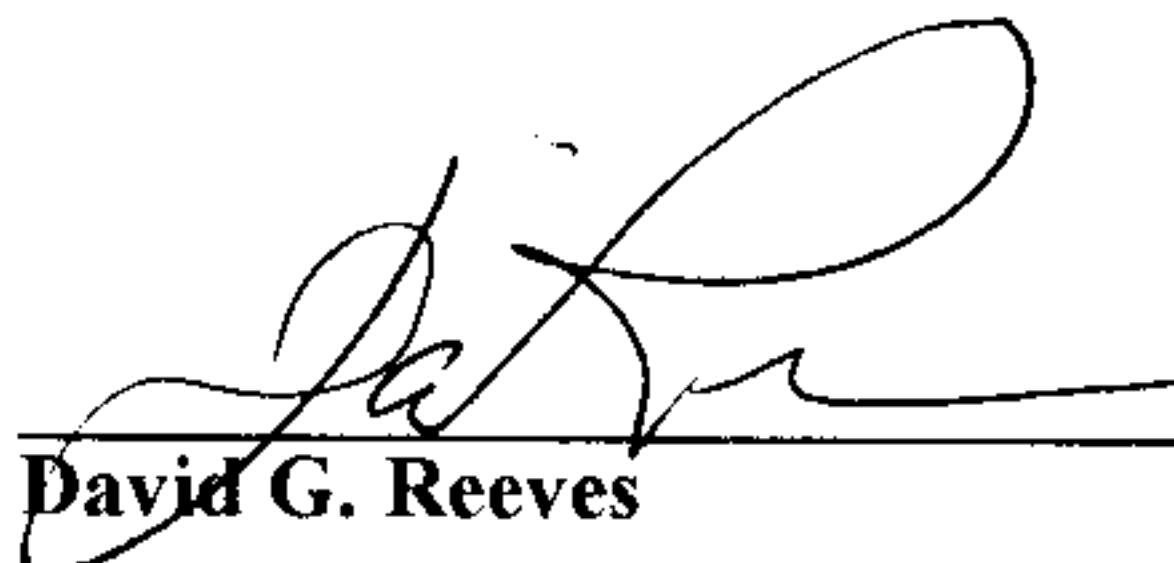
The Borrower agrees to pay the Indebtedness secured by the Mortgage and

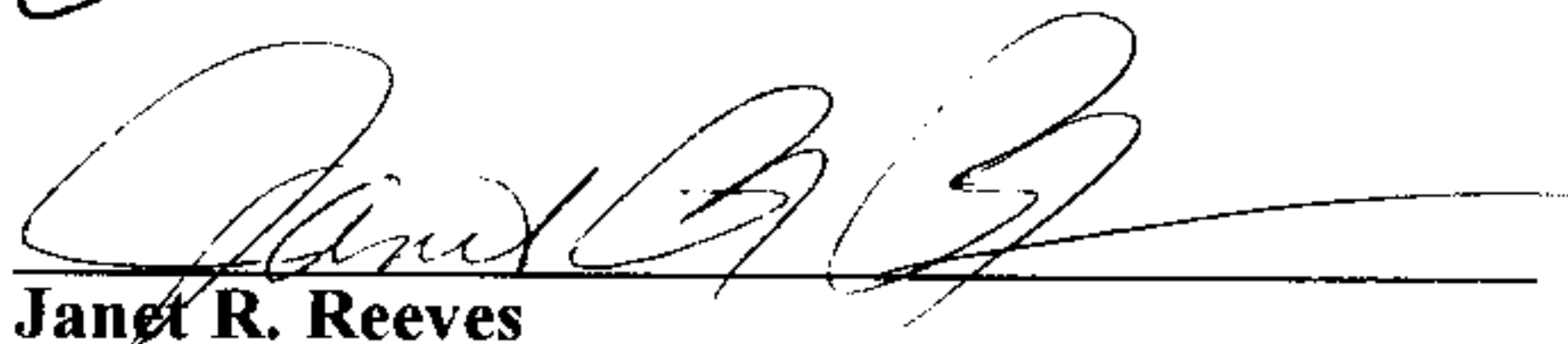
Except as modified by this Agreement, all conditions, terms, obligations, agreements and stipulations made in the Mortgage and Line of Credit Agreement shall remain in full force and effect.

Inst. # 2001-03481
01/31/2001-03481
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SHELBY COUNTY JUDGE OF PROBATE
002 CJ1 17.00

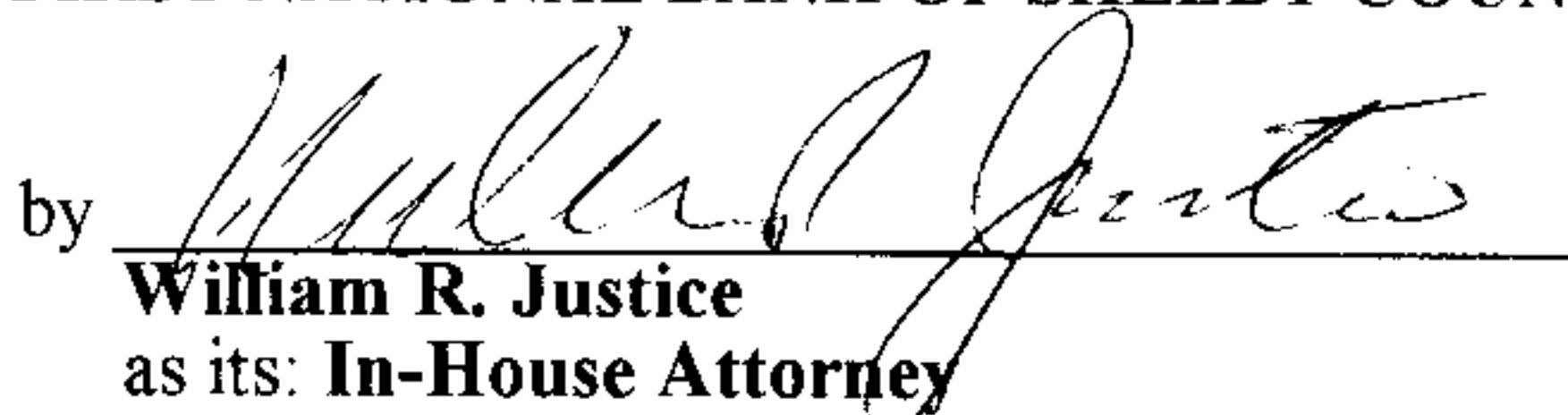
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IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, in duplicate, on the date and year first hereinabove written.


David G. Reeves


Janet R. Reeves

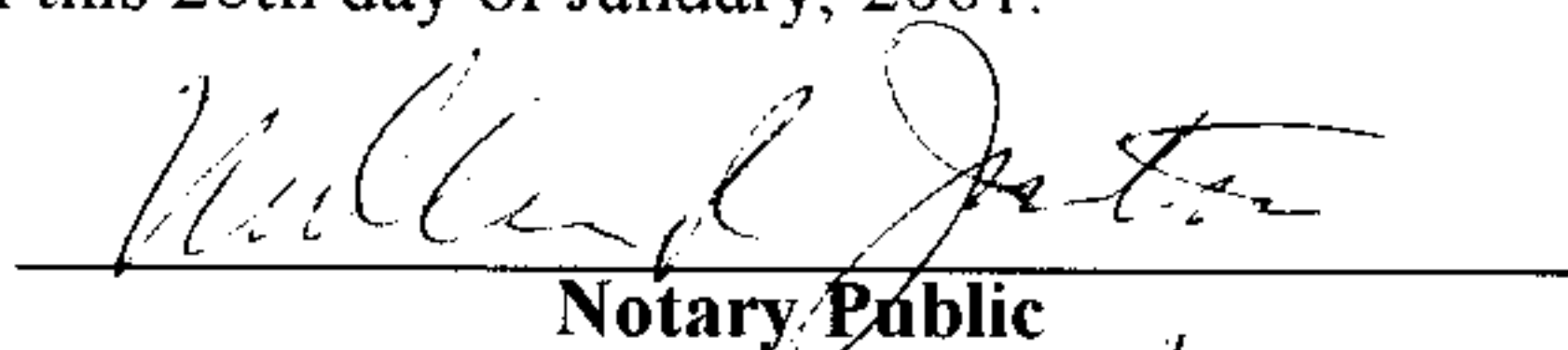
FIRST NATIONAL BANK OF SHELBY COUNTY

by 
William R. Justice
as its: In-House Attorney

**STATE OF ALABAMA
COUNTY OF SHELBY**

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that David G. Reeves and Janet R. Reeves, husband and wife, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 26th day of January, 2001.

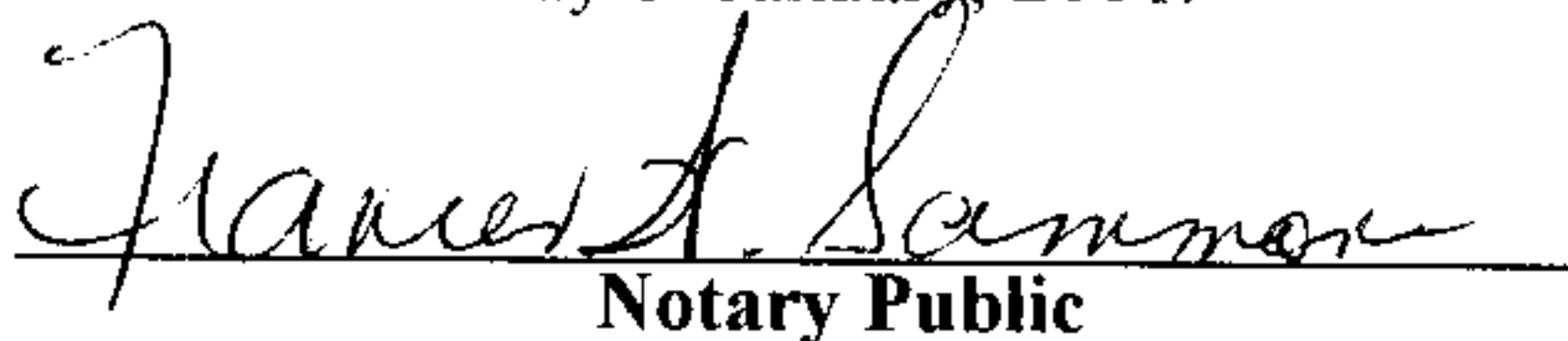

Notary Public

My Commission Expires: 9/12/03

**STATE OF ALABAMA
COUNTY OF SHELBY**

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that William R. Justice, whose name as In-House Attorney for First National Bank of Shelby County, 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 instrument, he in his capacity as In-House Counsel and with full authority, executed the same voluntarily for and as the act of the corporation.

Given under my hand and seal of office on this 26th day of January, 2001.


Notary Public

My Commission Expires: 5-24-04

Inst # 2001-03481

01/31/2001-03481

02:28 PM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

002 CJ1 17.00