



**PREPARED BY: HENRY TALIAFERRO, ATTORNEY AT LAW**  
**418 19<sup>TH</sup> STREET - ENSLEY, BIRMINGHAM, AL 35218**

---

**STATE OF ALABAMA }**

**SHELBY COUNTY }**

**MORTGAGE MODIFICATION AGREEMENT**

This Modification to Mortgage entered into this 29<sup>A</sup> day of July, 2002, on behalf of Terry C. Argo (hereinafter referred to as the Mortgagee) and Gary Niven and his wife, Monica Brasher Niven (hereinafter referred to as Mortgagors)

**RECITALS**

A. By Real Estate Mortgage recorded in the Office of the Judge of Probate of Shelby County, Alabama, at Instrument #2001-41270, the Mortgagors granted a Mortgage to the Mortgagee on real property described as:

**SEE ADDENDUM ATTACHED HERETO**

to secure indebtedness in the original principal amount of "\$200,000.00 (the "Mortgage")

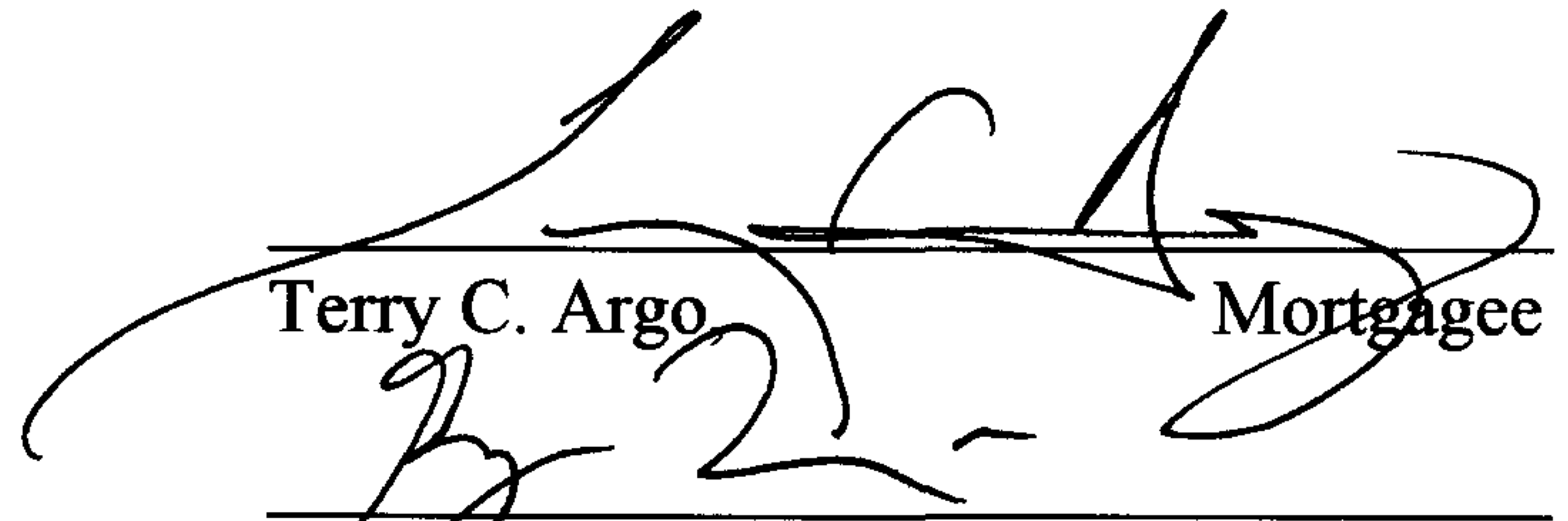
B. The Mortgagors have paid a substantial amount on said Mortgage and the Mortgagee and Mortgagors have agreed to execute and deliver this Mortgage Modification Agreement.

**NOW, THEREFORE**, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:


**AGREEMENT**

1. The existing mortgage is hereby modified as follows:
  - A. The mortgage amount shall be reduced to \$124,400.00, and the interest rate shall be changed to 6½% ( as evidenced by one promissory note of even date herewith and payable in accordance with the terms and conditions of said note) All other terms and conditions of the original mortgage shall remain the same.

29<sup>th</sup> IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the July, 2002.

  
Terry C. Argo Mortgagee

Gary Niven, Mortgagor

  
Monica Brasher Niven, Mortgagor

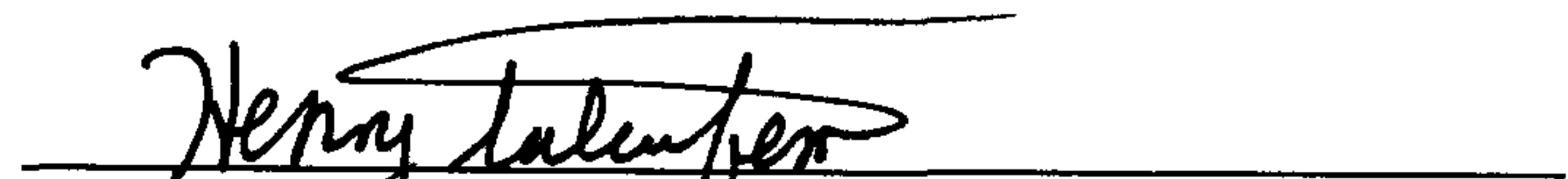
STATE OF ALABAMA }

**GENERAL ACKNOWLEDGMENT**

JEFFERSON COUNTY }

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Terry C. Argo (Mortgagee) and Gary Niven and his wife, Monica Brasher Niven (Mortgagors), 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 the 29<sup>th</sup> day of July, 2002.

  
Notary Public

A D D E N D U M

Commence at the Northwest corner of the Northeast 1/4 of the Northwest 1/4 of Section 9, Township 20 South, Range 1 West; thence run eastwardly along the north line thereof for a distance of 325.0 feet to the point of beginning; thence continue along said north line for a distance of 210.0 feet; thence turn an angle to the right of 90 degrees 00 minutes 00 seconds for a distance of 420.0 feet; thence turn an angle to the right of 90 degrees 00 minutes 00 seconds for a distance of 210.0 feet; thence turn an angle to the right of 90 degrees 00 minutes 00 seconds for a distance of 420.0 feet to the point of beginning.

Also a non-exclusive easement described as follows:

It is the intent of the following described easement to convey a 30.0 foot wide easement along the existing chart road bed (Merry Glen Lane) more accurately described as follows:

Commence at the Northeast corner of the Northeast 1/4 of the Northwest 1/4 of Section 9, Township 20 South, Range 1 West; thence South 88 degrees 52 minutes 08 seconds West along the North line thereof for a distance of 785.0 feet, more or less, to the East line of the above described property, said point being located 535.0 feet East of the Northwest corner of said 1/4-1/4 section; thence South 01 degrees 07 minutes 57 seconds East a distance of 15.02 feet to the point of beginning of a 30.0 feet wide easement lying 15.0 feet on each side of the following described line; thence North 88 degrees 52 minutes 03 seconds East a distance of 299.17 feet; thence North 41 degrees 09 minutes 21 seconds West a distance of 227.50 feet; thence North 53 degrees 12 minutes 21 seconds West a distance of 263.30 feet; thence North 23 degrees 40 minutes 21 seconds West a distance of 175.10 feet; thence North 10 degrees 49 minutes 21 seconds West a distance of 95.60 feet; thence North 24 degrees 14 minutes 21 seconds West a distance of 263.00 feet to the Southerly right of way Highway #39 and end of said easement.