

**MODIFICATION AGREEMENT**

**STATE OF ALABAMA    }  
COUNTY OF SHELBY    }**

**Account Number: 72-804467**

THIS AGREEMENT of Modification made and entered into by and between Kerry R. Nivens, (hereinafter referred to as "Borrower") and First National Bank of Shelby County (hereinafter referred to as FNBSC), on this the 13th day of January, 2004.

**W I T N E S S E T H :**

WHEREAS, Borrower, on the 12th day of May, 2003, executed to FNBSC a Note in the principal sum of \$50,000.00, ("Note"), which Note 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 20030513000298570 and partial release in Instrument Number 20030908000600730 in said Probate Office, ("Mortgage"), reference being hereby made to the Mortgage for a particular description of the Note and the description of the property securing the payment of the Note (the "Mortgage Property") and

WHEREAS, the Borrower is the owner of the Mortgage Property, and has requested that said loan be extended to July 13, 2004, and

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

WHEREAS, the amount due under the Note and Mortgage is \$50,000.00. As of this date, the sum of \$27,718.70 has been advanced out of total amount available.

WHEREAS, Borrower is desirous of paying the balance of the Note 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:

1. The Borrower agrees to pay the Indebtedness secured by the Mortgage in the amount of \$50,000.00 in accordance with the following loan plan of FNBSC.,

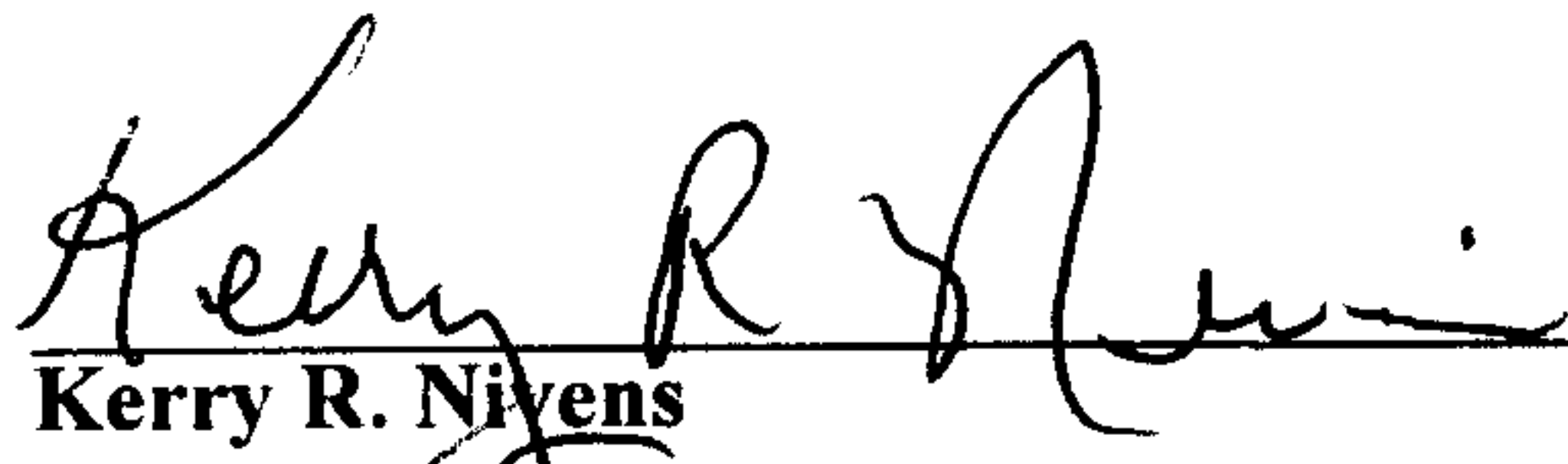
(a) Interest shall accrue on the amount of the unpaid principal at the rate of 5.50% and shall be due monthly on the 13th day of each month with next due on February 13, 2004.

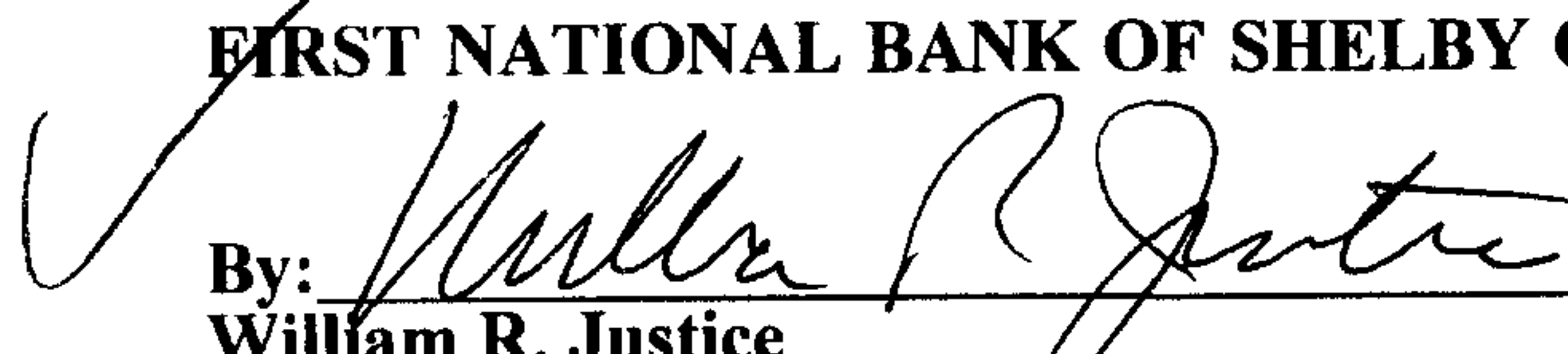
(b) The entire principal and any unpaid interest thereon shall be due and payable on the 13th day of July, 2004.

2. The Mortgage will secure the advance as a valid first lien against the Mortgage Property.

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

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

  
Kerry R. Nivens

FIRST NATIONAL BANK OF SHELBY COUNTY  
By:   
William R. Justice  
as its: In-House Attorney

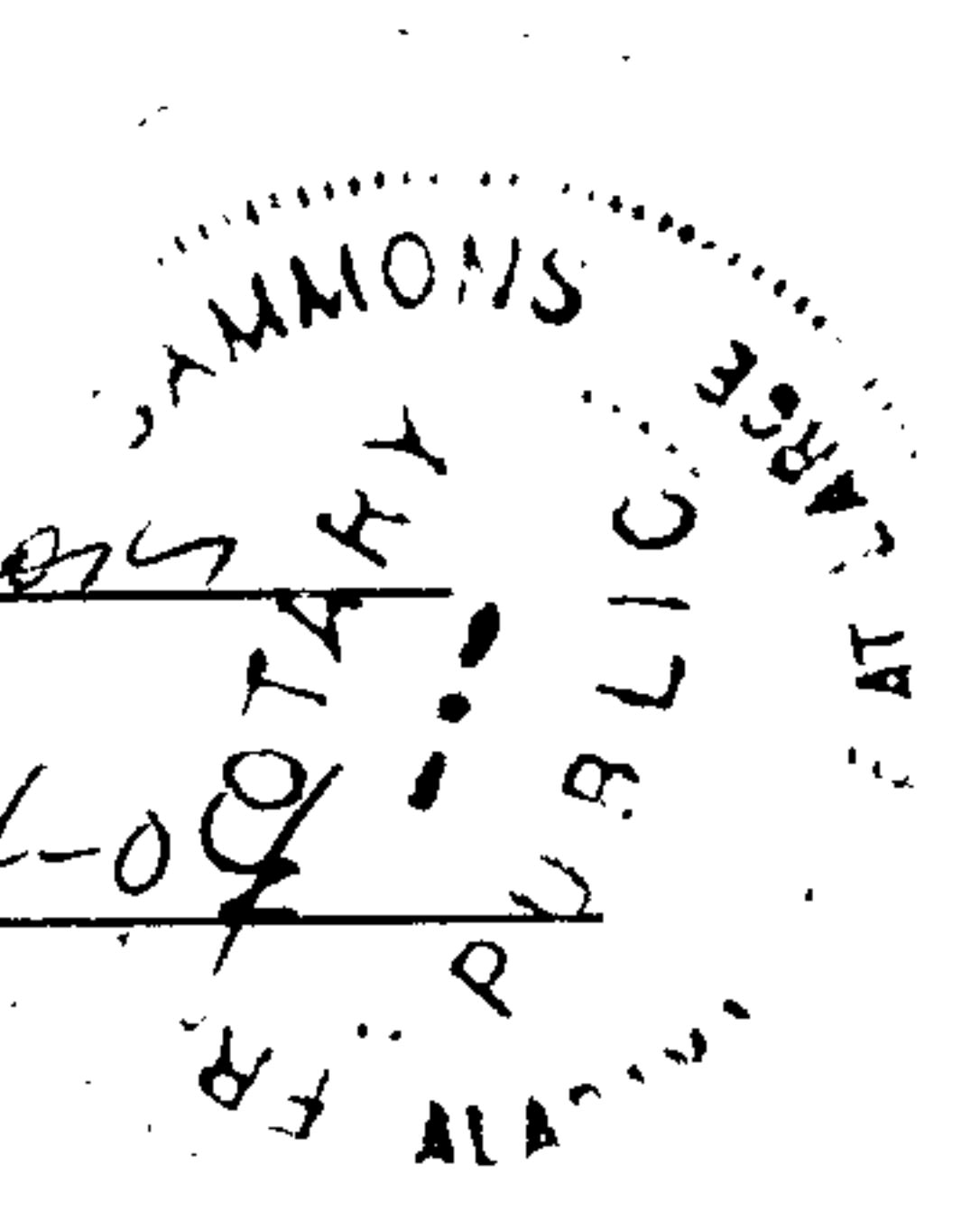
STATE OF ALABAMA  
COUNTY OF SHELBY

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

Given under my hand and official seal this 13th day of January, 2004.

  
Notary Public

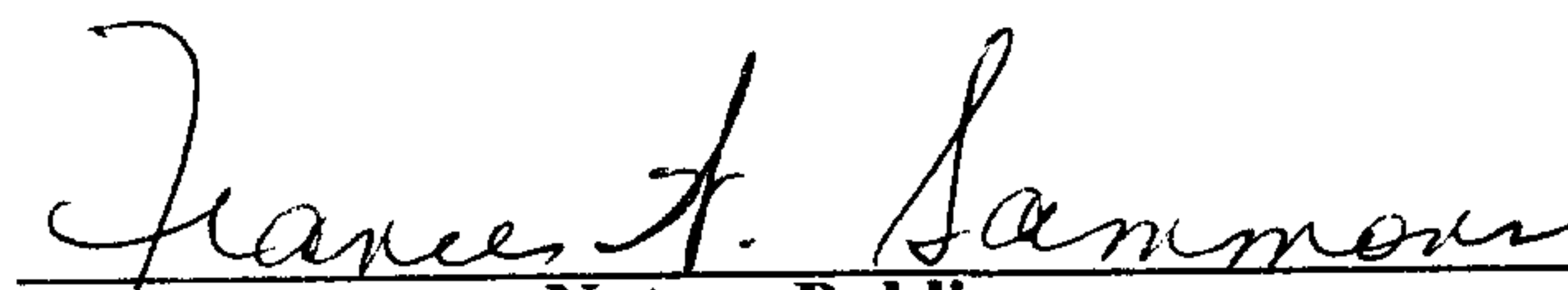
My Commission Expires: 5-24-04



STATE OF ALABAMA  
COUNTY OF SHELBY

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that Kerry R. Nivens, married, whose name 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 said instrument, he, executed the same voluntarily.

Given under my hand and official seal this 13th day of January, 2004.

  
Notary Public

My Commission Expires: 5-24-04

