

AGREEMENT OF MODIFICATION OF NOTE AND MORTGAGE

This Agreement of Modification made and entered into by and between Michael Louis Jones, a married man; Bill C. Jones and wife, Carol E. Jones (hereinafter referred to as "Borrower") and First National Bank of Columbiana (hereinafter referred to as "FNBC"), on this the 3rd day of ^{February}~~January~~, 1993.

W I T N E S S E T H

WHEREAS, Borrower, on the 25th day of September, 1992, executed to FNBC a Note in the principal sum of \$70,000.00, ("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 #1992-21427 ("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, Bill C. Jones and wife, Carol E. Jones is the owner of the Mortgage Property, and has requested an increase in the amount available to be advanced, which sum is to be secured by the Mortgage, and

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

WHEREAS, the amount available to be advanced prior to the

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increase requested under the Note and Mortgage is \$70,000.00, and after making the increase requested, the amount available under the Note and Mortgage will be \$78,000.00 (Indebtedness"). As of this date, the sum of \$69,251.00 has been advanced out of the total amount available.

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

NOW, THEREFORE, in consideration of the mutual benefits to flow to each of the parties hereto, and the increase in the amount available to be advanced to the Borrower, in the amount of \$8,000.00, 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 \$78,000.00 in accordance with the following loan plan of FNBC.

(a) Interest shall accrue on the amount of the unpaid principal at the above stated rate.

(b) The entire principal and any interest thereon shall be due and payable on the 26th day of March, 1993.

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.

Michael Louis Jones
Michael Louis Jones - Borrower

Bill C. Jones
Bill C. Jones - Borrower

Carol E. Jones
Carol E. Jones - Borrower

FIRST NATIONAL BANK OF COLUMBIANA

BY: William R. Justice
William R. Justice
AS: In House Counsel

STATE OF ALABAMA)

COUNTY OF SHELBY)

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

Given under my hand and seal of office on this 3rd day of ~~January~~, 1993.
February

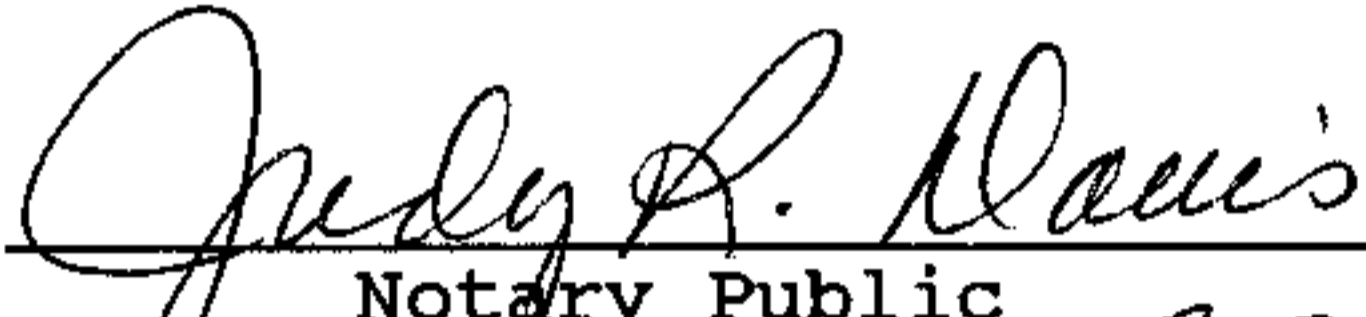
Judy R. Davis
Notary Public
My Commission Expires: 7-3-94

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that Michael Louis Jones, a married man; Bill C. Jones and wife, Carol E. Jones, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day, that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal of office on this 3rd day
of ~~January~~, 1993.
February



Notary Public
My Commission Expires: 7-3-94

Inst. # 1993-03260

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03:05 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 MCD 27.00