

MODIFICATION AGREEMENT

STATE OF ALABAMA X

Account Number: 80-806651

COUNTY OF SHELBY X

THIS AGREEMENT of Modification made and entered into by and between Rudy G. Fuglaar and wife, Linda C. Fuglaar (hereinafter referred to as "Borrower") and First National Bank of Columbiana (hereinafter referred to as FNBC), on this the 19th day of May, 1993.

W I T N E S S E T H :

WHEREAS, Borrower, on the 23rd day of October, 1992, executed to FNBC a Note in the principal sum of \$109,000.00, ("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 1992-24678 ("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 an additional advance, which sum is to be secured by the Mortgage, and

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SHELBY COUNTY JUDGE OF PROBATE  
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FNBC

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

WHEREAS, the current balance, prior to the additional advance, due under the Note and Mortgage is \$109,000.00, and after making the advance requested, the principal balance due under the Mortgage will be \$121,000.00 ("Indebtedness").

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 additional advance to the Borrower in the amount of \$12,000.00, 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 \$121,000.00 in accordance with the following loan plan of FNBC.

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

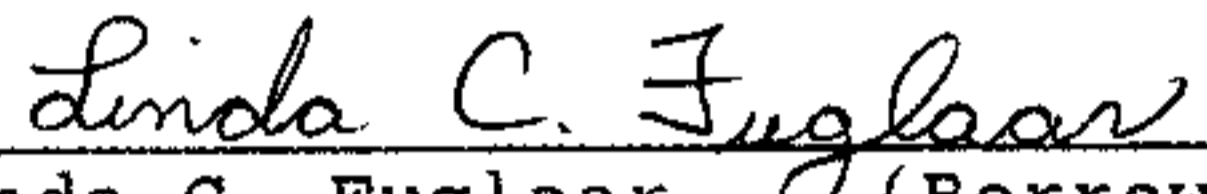
(b) The entire principal and any interest thereon shall be due and payable on the 17th day of November, 1993.

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

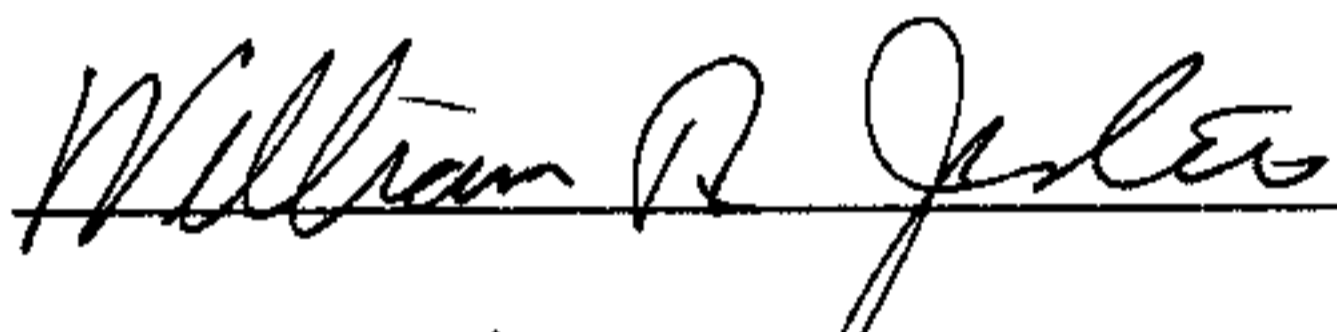
3. Except as modified by this Agreement, all conditions, terms, obligations, agreements and stipulations made in the Mortgage and Note shall remain in full force and effect.

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

  
Rudy G. Fuglaar (Borrower)

  
Linda C. Fuglaar (Borrower)

FIRST NATIONAL BANK OF COLUMBIANA

BY:   
AS ITS: In house counsel

STATE OF ALABAMA

COUNTY OF SHELBY

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Rudy G. Fuglaar and wife, Linda C. Fuglaar, 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, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 19<sup>th</sup> day of May, 1993.

Stan Fuglaar  
Notary Public

My Commission Expires: 5/7/95

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 Counsel for First National Bank of Columbiana, 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 20<sup>th</sup> day of May, 1993.

Frances E. Sammons  
Notary Public

My Commission Expires: 2-9-94

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