

MODIFICATION AGREEMENT

STATE OF ALABAMA)
COUNTY OF SHELBY)

THIS AGREEMENT of Modification made and entered into by and between **Ronnie Morton, a married man** (hereinafter referred to as "Borrower") and **First National Bank of Columbiana** (hereinafter referred to as FNBC), on this the 3rd day of November, 1995.

W I T N E S S E T H :

WHEREAS, Borrower on the 1st day of June, 1995, executed to FNBC a Note in the principal sum of \$92,000.00, ("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 1994-35578 and Modification being recorded in Instrument Number 1995-15896 ("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 to increase said amount from \$92,000.00 to \$107,000.00, (an increase of \$15,000.00) and

WHEREAS, the Borrower has requested a 6 month extension of said loan extending to May 3, 1996, 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 due under the Note and Mortgage is \$107,000.00. As of this date, the sum of \$71,780.15 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, the undersigned hereby agree and covenant as follows, viz:

Inst # 1995-32405

FIRST NATIONAL BANK OF COLUMBIANA
POST OFFICE BOX 977
COVINGTON, ALABAMA 36051

11/08/1995-32405
04:24 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MCD 34.50

Inst # 1995-32405

1. The Borrower agrees to pay the indebtedness secured by the Mortgage in the amount of \$107,000.00 in accordance with the following loan plan of FNBC.

(a) Interest shall accrue on the amount of the unpaid principal at the rate of 10.75% and shall be paid monthly.

(b) The entire principal and any interest thereon shall be due and payable on the 3rd day of May, 1996.

2. The mortgage will secure the extension as a valid first lien against the mortgage property.

3. Except as modified by this Agreement, all conditions, terms obligations, agreements and stipulation 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.

Ronnie Morton
Ronnie Morton (Borrower)

FIRST NATIONAL BANK OF COLUMBIANA

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

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned, a Notary Public, in and for said County and in said State, hereby certify that Ronnie Morton, a married man, whose name is signed to the foregoing conveyance, and who is 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 the 3rd day of November, 1995.

Donna S. Gannon
Notary Public
My Commission Expires: _____

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned, a Notary Public, in and for said County and 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, executed the same voluntarily for and as the act of the corporation.

Given under my hand and official seal this the 3rd day of November, 1995.

Judy D. Davis
Notary Public
Inst # 1995-32405
My Commission Expires: 7/3/98

11/08/1995-32405
04:24 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MCD 34.50