

MODIFICATION AGREEMENT

STATE OF ALABAMA }
COUNTY OF SHELBY }

THIS AGREEMENT of Modification made and entered into by and between **Brantley Homes, Inc.** (hereinafter referred to as "Borrower") and **First National Bank of Columbiana** (hereinafter referred to as FNBC), on this the 29th day of April, 1996.

W I T N E S S E T H :

WHEREAS, Borrower, on the 29th day of November, 1995, executed to FNBC a Note in the principal sum of \$100,000.00, ("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 1995-34357 ("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 29, 1996 and said amount be increased from \$100,000.00 to \$122,250.00, (an increase of \$22,250.00). As of this date the sum of \$76,076.32 has been advanced out of the total amount available,

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 \$122,250.00 and

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:

1. The Borrower agrees to pay the Indebtedness secured by the Mortgage in the amount of \$122,250.00 in accordance with the following loan plan of FNBC.

(a) Interest shall accrue on the amount of the unpaid

principal at the rate of 9.75% and shall be due monthly.

(b) The entire principal and any interest thereon shall be due and payable on the 29th day of July, 1996.

2. The Mortgage is amended to increase the indebtedness to \$122,250.00 and 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.

Brantley Homes, Inc.


Billy Ray Brantley
as President

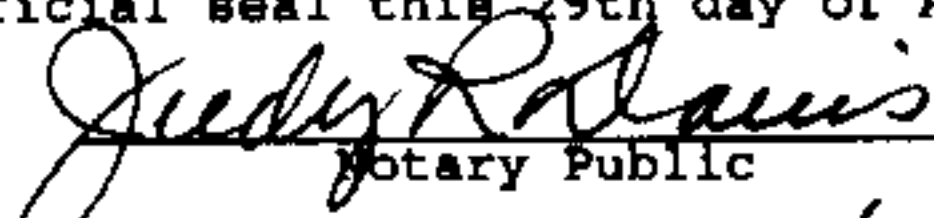
FIRST NATIONAL BANK OF COLUMBIANA

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 in said State, hereby certify that Billy Ray Brantley, whose name as President of Brantley Homes, Inc., a corporation, 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, he as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

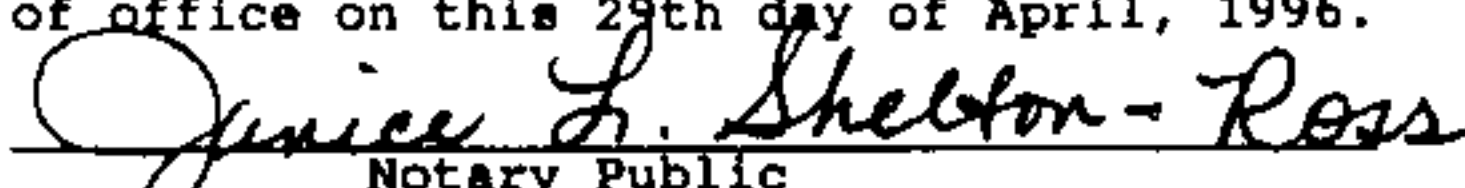
Given under my hand and official seal this 29th day of April, 1996.


Judy R. Davis
Notary Public
My Commission Expires: 7/3/98

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 29th day of April, 1996.


Janice L. Shelton-Ross
Notary Public
My Commission Expires: MY COMMISSION EXPIRES JULY 12, 1997

Inst # 1996-13957

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SHELBY COUNTY JUDGE OF PROBATE
002 MCD 45.45