

STATE OF ALABAMA)

SHELBY COUNTY)

MODIFICATION AGREEMENT

This Modification Agreement, made this 30 day of SEP, 1996, by and between L. DOUGLAS JOSEPH, a married man ("Doug"), J. ANTHONY JOSEPH, a married man ("Anthony"), GAIL J. OWEN, an unmarried woman ("Gail") (collectively herein, Doug, Anthony and Gail are referred to as "Joseph/Owen"), A. WALLACE SHOEMAKER, unmarried ("Wallace") and FIRST BANK OF CHILDERSBURG ("Bank").

WHEREAS, Wallace purchased certain real property located in Shelby County, Alabama as described in deed recorded in Instrument #1996-18748 ("Wallace's Property") from Joseph/Owen. The deed recorded in Instrument #1996-18748 is referred to herein as the "Deed"; and

WHEREAS, Bank holds a first mortgage on Wallace's Property; and

WHEREAS, Joseph/Owen desire to sell a portion of the Tract (as that term is defined in the Deed) which portion is described on Exhibit "A" and attached hereto and incorporated by reference herein to Herschel McEwen and ^{Michel} ~~Michael~~ McEwen (collectively "McEwen") and in conjunction with such purchase, McEwen requires certain modifications to certain provisions contained in the Deed which are acceptable to Bank, Wallace and Joseph/Owen.

NOW, THEREFORE, in consideration of the premises, the covenants contained herein and for other good and valuable considerations, the receipt and sufficiency of which are hereby

f:\pam\realest\joseph.agr

10/04/1996-33162
02:38 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
007 SNA 23.50

Inst # 1996-33162

acknowledged, the parties agree that the Deed is hereby modified as hereinafter set out and such modification shall be binding on Bank and Joseph/Owen; to-wit:

1. Barbed wire fence shall be allowed ^{only ON SOUTH AND EAST BOUNDARY} on the "Horse Tract" as that term is defined in the Deed. *any*

2. The easement set forth in the Deed as Parcel II is hereby modified to exclude all that portion of said easement which is located within the real property described on Exhibit "A" attached hereto and incorporated by reference herein (the "Exhibit "A" Property") except that portion of the Exhibit "A" Property described on Exhibit "B" attached hereto and incorporated by reference herein. It is expressly understood that McEwen, or the owners of the tract described on Exhibit "A" attached hereto shall be responsible for maintenance of the roadway existing on the property described on Exhibit "B" attached hereto and that the balance of the easement set out and retained in the Deed (as modified herein) shall be maintained according to the acreage ownership of all other owners within the Tract (as that term is defined in the Deed) except for McEwen, their heirs, successors and assigns.

3. In all other respects, and unless specifically modified herein, the provisions of the Deed shall remain intact.

4. The property concerned by this instrument is not the homestead of any of the parties or their spouses.

DONE the date and year first above written.

L. Douglas Joseph
L. Douglas Joseph

J. Anthony Joseph
J. Anthony Joseph

Gail J. Owen
Gail J. Owen

A. Wallace Shoemaker
A. Wallace Shoemaker

FIRST BANK OF CHILDERSBURG

By: Robert M. [Signature]
Its: PRESIDENT

STATE OF ALABAMA)

COUNTY OF Jeff)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that L. DOUGLAS JOSEPH, 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 the foregoing instrument he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 30 day of Sept, 1996.

[Signature]
Notary Public
My Commission Expires: 3-1-98

STATE OF ALABAMA)

COUNTY OF Jeff)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that J. ANTHONY JOSEPH, 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 the foregoing instrument he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 30 day of Sept, 1996.

[Signature]
Notary Public
My Commission Expires: 3-1-98

STATE OF ALABAMA)

COUNTY OF Jeff)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that GAIL J. OWEN, 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 the foregoing instrument he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 30 day of SEP, 1996.

[Signature]
Notary Public
My Commission Expires: 3-1-98

STATE OF ALABAMA)

COUNTY OF TALLADEGA)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that ROBERT M. CLECKLER JR. whose name as PRESIDENT of FIRST BANK OF CHILDERSBURG, a state banking institution, 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/she, as such officer and with full authority, executed the same voluntarily for and as the act of said state banking institution on the day the same bears date.

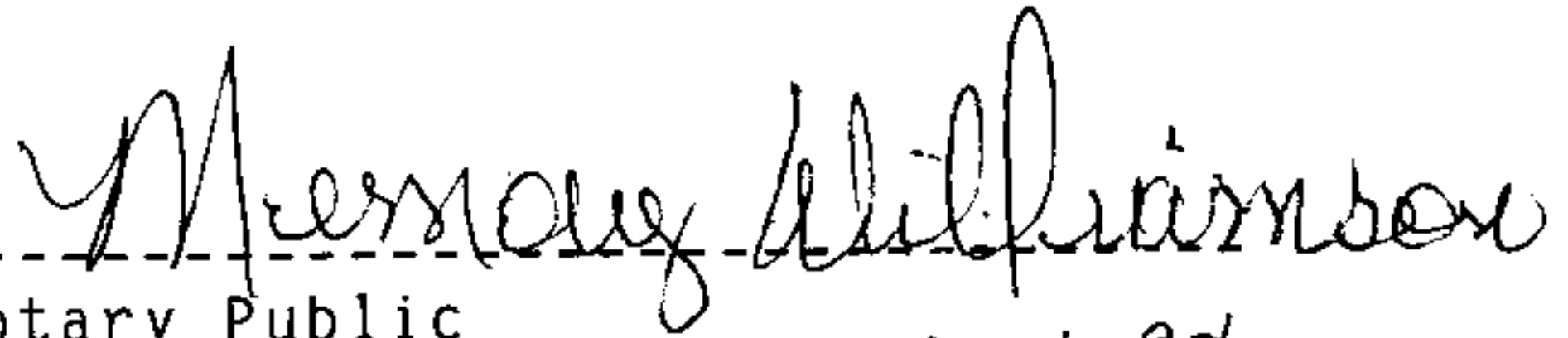
Given under my hand and seal this 30 day of SEPT, 1996.

Robert Andrew Trueman
Notary Public
My Commission Expires: 2/7/2000

STATE OF ALABAMA
COUNTY OF TALLADEGA

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that A. Wallace Shoemaker, 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 the instrument he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 30th day of September, 1996.



Notary Public
My Commission Expires: 6-21-98

EXHIBIT 'A'

TO MODIFICATION AGREEMENT

PARCEL I

From the accepted SW corner of the SE 1/4 of SW 1/4 of Section 10, Township 20 South, Range 1 West, run thence East along the accepted South boundary of said SE 1/4 of SW 1/4 a distance of 704.66 feet to the point of beginning of herein described parcel of land; thence turn 89 deg. 37 min. 33 sec. right and run 41.0 feet; thence turn 89 deg. 37 min. 33 sec. left and run 637.80 feet; thence turn 89 deg. 14 min. 56 sec. left and run 41.0 feet to the accepted SE corner of aforementioned SE 1/4 of SW 1/4; thence continue along said curve being along the accepted East boundary of said SE 1/4 of SW 1/4 a distance of 1329.66 feet to the accepted NE corner thereof; thence turn 00 deg. 27 min. 54 sec. left and run 300.0 feet along the accepted East boundary of the NE 1/4 of SW 1/4 of said Section 10; thence turn 90 deg. 35 min. 08 sec. left and run 258.35 feet; thence turn 69 deg. 05 min. 40 sec. left and run 354.40 feet; thence turn 04 deg. 33 min. 39 sec. left and run 364.40 feet; thence turn 03 deg. 58 min. 44 sec. right and run 226.26 feet; thence turn 57 deg. 51 min. 27 sec. right and run 210.06 feet; thence turn 122 deg. 28 min. 16 sec. left and run 150.0 feet; thence turn 44 deg. 12 min. 55 sec. right and run 582.78 feet to the point of beginning of herein described parcel of land; being situated in Shelby County, Alabama.

EXHIBIT 'B' TO MODIFICATION AGREEMENT

Begin at the NE corner of Parcel I, which is the point of beginning, thence run South along the East line of Parcel I a distance of 50 feet, thence turn right and run Westerly and 50 feet South of and parallel to the North line of Parcel I to a point on the West line of Parcel I, thence turn right and run Northeasterly along the West line of Parcel I to a point on the North line of Parcel I, thence turn right and run along the North line of Parcel I to the point of beginning. Situated in Shelby County, Alabama.

Inst # 1996-33162

10/04/1996-33162
02:38 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
007 SMA 23.50