

MODIFICATION AGREEMENT

STATE OF ALABAMA }
COUNTY OF SHELBY }

Account Number: 91-801982

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 Shelby County**, formerly known as **First National Bank of Columbiana** (hereinafter referred to as **FNBSC**), on this the 24th day of January, 1997.

W I T N E S S E T H :

WHEREAS, Borrower, on the 24th day of May, 1996, executed to FNBSC a Note in the principal sum of \$450,000.00, ("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 1996-17010 ("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 \$450,000.00 to \$500,000.00, (an increase of \$50,000) 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 \$500,000.00. As of this date, the sum of \$444,558.61 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 FNBSC, 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 \$500,000.00 in accordance with the following loan plan of FNBSC.

(a) Interest shall accrue on the amount of the unpaid principal at the rate of 10.25% and shall be paid monthly.

FIRST NATIONAL BANK OF COLUMBIANA
POST OFFICE BOX 977
COLUMBIANA, ALABAMA 36501

01/27/1997-02746
03:35 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 SNA 87.00

Inst # 1997-02746

(b) The entire principal and any interest thereon shall be due and payable on the 24th day of May, 1997.

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.

Ronnie Morton
Ronnie Morton

FIRST NATIONAL BANK OF SHELBY COUNTY

By: William R. Justice
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 Ronnie Morton, 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, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 24th day of January, 1997.

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 24th day of January, 1997.

Judy R. Davis
Notary Public

My Commission Expires: 7/3/98