

STATE OF ALABAMA )  
COUNTY OF SHELBY )

## MORTGAGE MODIFICATION AGREEMENT

THIS MORTGAGE MODIFICATION AGREEMENT, made this 10th day of March, 1997, by and between RONALD C. NORRIS and NANCY A. NORRIS (the "Borrowers") and HIGHLAND BANK (the "Lender").

### RECITALS:

WHEREAS, on October 27, 1995, Borrowers executed and delivered to Lender a Mortgage (the "Mortgage") covering the property described in Exhibit A (said mortgage being recorded in the Office of the Judge of Probate of Shelby County, Alabama, in instrument number 1995-32992) as security for a loan by Lender to Borrowers in the original principal sum of Seventy Thousand Dollars (\$70,000.00), and

WHEREAS, Borrowers have requested and Lender has agreed to increase the principal amount of the Note in the manner set forth herein;

### AGREEMENTS:

NOW, THEREFORE, in consideration of the recitals and to induce the Lender increase the amount of the Note and Mortgage, the parties agree as follows:

1. The amount of the Note and Mortgage are increased from the original principal sum of Seventy Thousand Dollars (\$70,000.00) to the principal sum of One Hundred Seventy Thousand Dollars (\$170,000.00).
2. The term "Note" or "Promissory Note" or "Highland Bank Equity Line" as referred to in the Mortgage shall refer to such instruments as the same have been duly executed on October 27, 1995, and amended of even date herewith, and as the same may hereafter be amended, extended, renewed, modified or changed.
3. Except as herein amended, the Mortgage shall remain in full force and effect, and the Mortgage, as herein amended, is hereby ratified and affirmed in all respects. Borrowers confirm that they have no defenses or offsets with respect to Borrowers' obligations pursuant to the Note or the Mortgage as herein amended.

IN WITNESS HEREOF, the parties have caused this Mortgage Modification Agreement to be executed on the day and year first written above.

**CAUTION:** IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.

**BORROWER:**

Ronald C. Norris (SEAL)  
Nancy A. Norris (SEAL)

**LENDER:**  
HIGHLAND BANK

BY: [Signature]  
Inst # 1997-13311  
ITS: Commercial Loan Officer

STATE OF ALABAMA )  
COUNTY OF SHELBY )

04/30/1997-13311  
12:03 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
003 MCD 163.50

I, the undersigned, a Notary Public in and for said County and in said State, hereby certify that Ronald C. Norris and Nancy A. Norris, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same voluntarily.

Given under my hand this 10th day of March, 1997.

NOTARIAL SEAL

[Signature]  
Notary Public  
My commission expires: 12-6-2000

Inst # 1997-13311

STATE OF ALABAMA  
COUNTY OF SHELBY

)  
)

I, the undersigned, a Notary Public in and for said County and in said State, hereby certify that PAUL Z. ROGERS, whose name as the COMMERCIAL LOAN OFFICER of HIGHLAND BANK, is signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same voluntarily.

Given under my hand this 10th day of March.

Judy L. Quinn  
Notary Public  
My commission expires: 12-6-2000

NOTARIAL SEAL

**EXHIBIT A**

**Lot 83, according to the Survey of Greystone 5th Sector, Phase I, as recorded in Map Book 17, Page 72 A, B, & C, in the Probate Office of Shelby County, Alabama. (A/k/A 1103 Greymoor Road.)**

**Inst # 1997-13311**

**04/30/1997-13311  
12:03 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
003 MCD 163.50**