

STATE OF ALABAMA
COUNTY OF SHELBY

MORTGAGE MODIFICATION AGREEMENT

This **MORTGAGE MODIFICATION AGREEMENT**, made this 6th day of June, 1997, by and between W. VICTOR ATHERTON and P. ANNE ATHERTON ["Borrowers"] and HIGHLAND BANK ["Lender"].

RECITALS

A. On October 30, 1996, 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 #1996-36485 as security for a loan by Lender to Borrowers in the original principal sum of \$465,000.00 (Four Hundred Sixty Five Thousand Dollars).

B. Borrowers have requested and Lender has agreed to increase the amount of the Note and extend the maturity date in the manner set forth herein.

AGREEMENTS

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

1. The amount of the Note and Mortgage are increased from the original principal sum of \$465,000.00 (Four Hundred Sixty Five Thousand Dollars) to the principal sum of \$500,000.00 (Five Hundred Thousand Dollars).
2. The maturity date of the Note, which is secured by the Mortgage and this amendment thereto, is hereby extended to June 13, 1997.
3. The term "Note" or "Promissory Note" as referred to in the Mortgage shall refer to such instruments as the same have been duly executed on October 30, 1996, and amended of even date herewith, and as the same may hereafter be amended, extended, renewed, modified or changed.
4. 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.

BORROWERS:

W. Victor Atherton (SEAL)
P. Anne Atherton (SEAL)

LENDER:

HIGHLAND BANK
Inst # 1997-18994
BY: _____
ITS: _____

STATE OF ALABAMA
COUNTY OF SHELBY

06/17/1997-18994
01:57 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MCD 63.50

I, the undersigned, a Notary Public in and for said County and in said State, hereby certify that W. VICTOR ATHERTON and P. ANNE ATHERTON, 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 6th day of June, 1997.

NOTARIAL SEAL

Paul Z. Rogers
Notary Public
My commission expires: 11/14/2000

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 Assistant Vice President of HIGHLAND BANK, 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 behalf of said corporation.

Given under my hand this 6th day of June, 1997.

NOTARIAL SEAL

Julie Wynn
Notary Public
My commission expires: 12-6-2000

Inst # 1997-18994

EXHIBIT "A"

Lot 2, according to the Survey of Greystone, 7th Sector, Phase IV, as recorded in Map Book 21, Page 38 A & B, in the Probate Office of Shelby County, Alabama.

Inst # 1997-18994

06/17/1997-18994
01:57 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 KCD 63.50