

STATE OF ALABAMA
COUNTY OF Jefferson

MORTGAGE MODIFICATION AGREEMENT

This agreement is by and between Union State Bank ("Bank") and Barry Jay Gerth & wife, Wendy M. Gerth, ("BORROWER"). WHEREAS, Borrower is indebted to Bank as evidenced by a Note dated April 21, 1997, 19 ("Note"), and secured by a Mortgage on Real Property situated in Shelby County Alabama, such Mortgage being recorded in 1997 modified #1998/18290, beginning at Page 15057 & modified 5-4-98 In the Office of Judge of Probate Shelby County, Alabama ("Mortgage"); and

WHEREAS, Borrower and Bank desire to modify the terms of said Mortgage as set forth herein.
NOW, THEREFORE, for and in consideration of the premises, Borrower and Bank agree that the Mortgage is modified as follows:

Increase mortgage amount from \$28,500.00 to \$32,000.00. All other terms and conditions remain the same.

Except as modified herein, all of the terms and conditions of the Mortgage shall remain in full force and effect.
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed effective this 1st day of October, 1998.

UNION STATE BANK
BY: [Signature]
Vice President

[Signature]
Barry Jay Gerth
Wendy M. Gerth

Inst # 1998-41209
10/21/1998-41209
12:53 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
001 CM 13.75

STATE OF ALABAMA
COUNTY OF Shelby

I, the undersigned, a Notary Public in and for said County, in said State hereby certify that Barry Jay Gerth & wife, Wendy M. Gerth, whose name(s) are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, they, executed the same voluntarily on the day the same bears date. Given under my hand and official seal this 1st day of October, 1998.

My commission expires MY COMMISSION EXPIRES SEPTEMBER 1999
[Signature]
Notary Public

STATE OF ALABAMA
COUNTY OF Jefferson

I, the undersigned, a Notary Public in and for said County, in said State hereby certify that Richard Joiner Vice President of Union State Bank a Cooperation, 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 such conveyance, he as such Vice President and with full authority, executed the same voluntarily for and as the act of said Union State Bank. Given under my hand and official seal this 1st day of October, 1998.

My commission expires: MY COMMISSION EXPIRES SEPTEMBER 1999
[Signature]
Notary Public