

MODIFICATION AGREEMENT

STATE OF ALABAMA }
COUNTY OF SHELBY }

Account Number: 72-825820

THIS AGREEMENT of Modification made and entered into by and between David Wayne Horton and Susan Annette Horton, husband and wife (hereinafter referred to as "Borrower") and First National Bank of Shelby County (hereinafter referred to as FNBSC), on this the 3rd day of November, 1998.

W I T N E S S E T H :

WHEREAS, Borrower, on the 21st day of July, 1998, executed to FNBSC a Note in the principal sum of \$70,000.00, ("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 1998-28081 in said Probate Office, ("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 that said loan be increased from \$70,000.00 to \$75,000.00, 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 \$75,000.00. As of this date, the sum of \$70,000.00 has been advanced out of 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 \$75,000.00 in accordance with the following loan plan of FNBSC.

(a). Interest shall accrue on the amount of the unpaid principal at the rate of 8.50% and shall be due monthly.

(b) The entire principal and any unpaid interest thereon shall be due and payable on the 21st day of November, 1998.

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.

David Wayne Horton
David Wayne Horton (Borrower)

Susan Annette Horton
Susan Annette Horton (Borrower)

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 William R. Justice whose name as In House Counsel for First National Bank of Shelby County, 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, as such In House Counsel and with full authority, executed the same voluntarily for and as the act of said Bank.

Given under my hand and official seal this 3rd day of November, 1998.

James H. Sammons
Notary Public

My Commission Expires: 6-7-00

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that David Wayne Horton and Susan Annetter Horton, husband and wife, 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 said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 3rd day of November, 1998.

William R. Justice
Notary Public

My Commission Expires: 11/03/1998-43796

11/03/1998-43796
2 03:43 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 CRH 19.50

