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CLERK OF DISTRICT COURT

199-01935

See Exhibit "A" attached hereto and incorporated herein.

1. As of January 11, 1999, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$67,617.78, consisting of the amount(s) loaned to the Borrower by the Lender and any interest capitalized to date.

2. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 6.875 %, from January 1, 1999. The Borrower promises to make monthly payments of principal and interest of U. S. \$ 614.99, beginning on the 1st day of February, 1999, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on July 1, 2013 (the "Maturity Date"), the Borrower still owes amounts under the Note and Security Instrument, as amended by this Agreement, the Borrower will pay these amounts in full on the Maturity Date. The Borrower will make such payments at 102 5th Street North, P. O. Box 2188, Clanton, Alabama 35046 or at such other place as the Lender may require.

3. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument.

If the Lender exercises this option, the Lender shall give the Borrower notice of acceleration. This notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which the Borrower must pay all sums secured by this Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on the Borrower.

4. The Borrower also will comply with all other covenants, agreements and requirements of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds and all other payments that the Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever cancelled, null and void, as of the date specified in Paragraph No. 1 above:

(a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing or relating to, any change or adjustment in the rate of interest payable under the Note; and

(b) all terms and provisions of any adjustable rate rider or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note and Security Instrument and that contains any such terms and provisions as those referred to in (a) above.

5. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

The undersigned borrower(s) acknowledge(s) receipt of a copy of this Instrument.

WITNESSES:

Fred New (SEAL)
Borrower
Pamela Headley (SEAL)
Borrower

STATE OF ALABAMA
COUNTY OF CHILTON

On this 11th day of January, 1999, this Agreement
was acknowledged before me by Fred New and Pamela Headley

Carla Nelson Duffin
Notary Public - Chilton County, Alabama
My Commission Expires: 7-22-00

WITNESSES:

BY: [Signature]
Vice President

STATE OF ALABAMA
COUNTY OF CHILTON

On this 11th day of January, 1999, before a Notary
Public in and for said County, personally appeared David Smitherman, the
Vice President of FIRST FEDERAL OF THE SOUTH and acknowledged
the foregoing Agreement on behalf of said Bank.

Carla Nelson Duffin
Notary Public - Chilton County, Alabama
My Commission Expires: 7-22-00

Prepared by and Return to:

First Federal of the South
102 5th Street N.
P. O. Box 2188
Clanton, Alabama 35046

EXHIBIT "A"

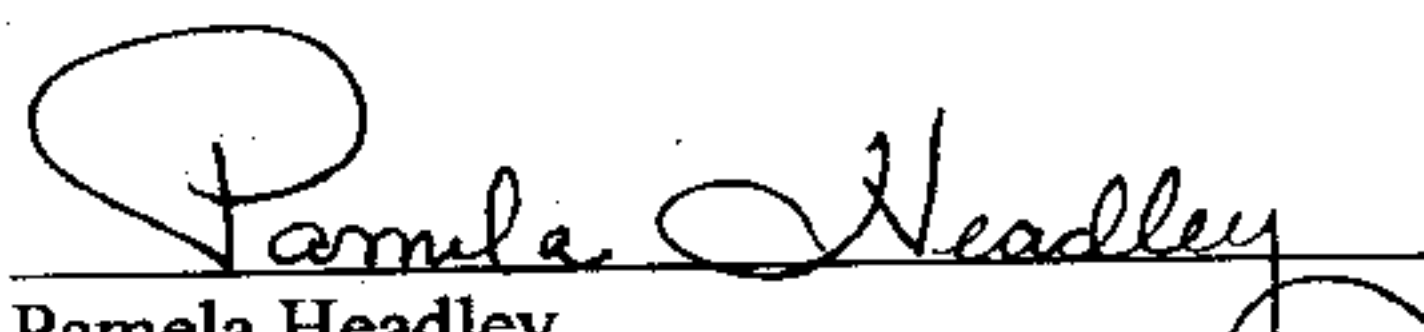
State of Alabama
County of Shelby

Lot 13 A, according to the proposed resurvey of Lots 12, 13, and 14 of Murphy's Fishing Camp, being more particularly described as follows:

Commence at the Southeast corner of Section 2, Township 24 North, Range 15 East, thence run North along the East line thereof for 1064.00 feet; thence 90 degrees 00 minutes 00 seconds left run West for 240.00 feet; thence 90 degrees 3 minutes 21 seconds right run Northerly for 263.00 feet to the point of beginning; thence 359 degrees 59 minutes 53 seconds right run Northerly for 119.50 feet; thence 75 degrees 1 minute 34 seconds left run Northwesterly for 84.23 feet; thence 18 degrees 52 minutes 3 seconds right run Northwesterly for 128.07 feet; thence 79 degrees 27 minutes 23 seconds left run Southwesterly for 144.67 feet; thence 77 degrees 11 minutes 3 seconds left run Southeasterly for 129.92 feet; thence 57 degrees 12 minutes 16 seconds left run Easterly for 218.56 feet to the point of beginning.

Signed for identification purposes only this the 11th day of JANUARY,
1999.


Fred New


Pamela Headley

Inst # 1999-01935

01/14/1999-01935

01:59 PM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

003 CRH 14.50