

**MODIFICATION AGREEMENT**

**STATE OF ALABAMA            }  
COUNTY OF SHELBY         }**

**Account Number: 74-106074**

THIS AGREEMENT of Modification made and entered into by and between **Johnny L. Lowe, Jr. & Jean F. Lowe** (hereinafter referred to as "Borrower") and **First National Bank of Shelby County formerly known as First National Bank of Columbiana** (hereinafter referred to as FNBSC), on this the 24th day of June, 1999.

**W I T N E S S E T H :**

WHEREAS, Borrower, on the 28th day of November, 1998, executed to FNBSC a Line of Credit Agreement evidencing a line of credit in the maximum amount of \$200,000.00, ("Line of Credit"), which Line of Credit 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 1998-47960 ("Mortgage"), reference being hereby made to the Mortgage for a particular description of the Line of Credit and the description of the property securing the payment of the Line of Credit (the "Mortgage Property") and

• WHEREAS, the Borrower is the owner of the Mortgage Property, and has agreed to lower the credit limit from \$200,000.00 to \$100,000.00, (a decrease of \$100,000.00), all other terms and conditions will remain the same and

WHEREAS, there are no liens or encumbrances against the Mortgage Property, or judgments against the Borrower, and

WHEREAS, Borrower is desirous of paying the balance of the Line of Credit 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. Interest shall accrue on the amount of the unpaid principal at Wall Street Journal Prime floating all the time (currently 7.75%) with the minimum payment being interest only

2. Except as modified by this Agreement, all conditions, terms, obligations, agreements and stipulations made in the Mortgage and Line of Credit Agreement shall remain in full force

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and effect.

3. The credit limit is lowered from \$200,000.00 to \$100,000.00.

4. The Mortgage will secure the advance as a valid second lien against the Mortgage Property.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, in duplicate, on the date and year first hereinabove written.

Johnny L. Lowe, Jr.  
Johnny L. Lowe, Jr.  
Jean F. Lowe  
Jean F. Lowe

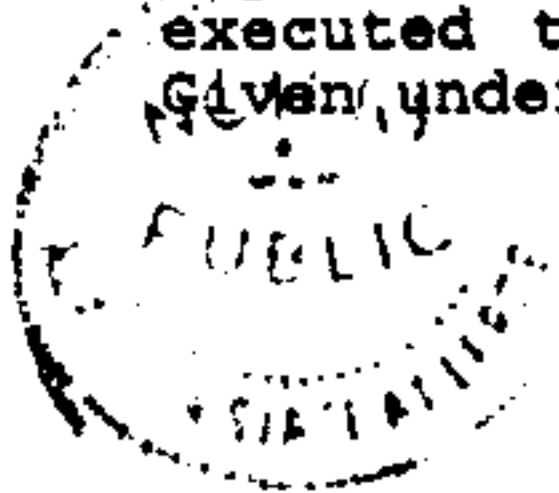
FIRST NATIONAL BANK OF SHELBY COUNTY

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 Johnny L. Lowe, Jr. and Jean F. Lowe, husband and wife, whose names 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 the conveyance, they executed the same voluntarily on the day the same bears date. Given under my hand and official seal this 24th day of June, 1999.



William R. Justice  
Notary Public

My Commission Expires: 9/12/99

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 Columbiana, a corporation, 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 in his capacity as In-House Counsel and with full authority, executed the same voluntarily for and as the act of the corporation. Given under my hand and seal of office on this 24th day of June, 1999.

James W. Lyon  
Notary Public

My Commission Expires: 12-19-99

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