

MODIFICATION AGREEMENT

STATE OF ALABAMA
SHELBY COUNTY

THIS AGREEMENT of Modification made and entered into by and Roland Henson and wife Patricia P. Henson (hereinafter referred to as "Borrower") and First Bank of Childersburg (hereinafter referred to as FBC), on this the 12th day of July, 2000.

WITNESSETH:

WHEREAS, Borrower, on the 1st day of June, 2000, executed to FBC a Note in the principal sum of \$288,647.00 ("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, Mortgage inst #2000-18603 in said Probate Office, ("Mortgage"), reference being hereby made to the Mortgage for a particular 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 extended to January 11, 2001 and loan amount be increased from \$289,104.47 to \$360,281.47 (an increase of \$71,177.00) and,

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

WHEREAS, the amount due under the Note and Mortgage is \$360,281.47, As of this date, A balance of \$290,281.47 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 FBC, 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 \$360,281.47 in accordance with the following loan plan of FBC.

(a) Interest shall accrue on the amount of the unpaid principal at the rate of 10.5% variable and shall be paid monthly.

(b) The entire principal and any unpaid interest thereon shall be due and payable on the 11th day

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of January 2000.

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.

By Roland Henson
Roland Henson
By Patricia P. Henson
Patricia P. Henson

FIRST BANK OF CHILDERSBURG
By: Andy Shoemaker
Andy Shoemaker
As Its: Assistant Senior Loan Officer

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Andy Shoemaker whose name as Assistant Senior Loan Officer for First Bank of Childersburg, 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 instruments, he, as such Assistant Senior Loan Officer and with full authority, executed the same voluntarily for and as the act of said Bank.

Given under my hand and official seal this 10th day of July, 2000.

Christine F. Ruggland
My Commission Expires 4/27/04

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that Roland Henson and wife Patricia P. Henson, 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 name bears date.

Given under my hand and official seal this 17th day of JULY, 2000.

Robert Andrew Shoemaker
My Commission Expires 2/7/04

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