

STATE OF ALABAMA)

SHELBY COUNTY)

MODIFICATION OF MORTGAGE

This Modification of Mortgage made this 15 day of August, 2000, by and between RANDALL H. GOGGANS, a married man (Mortgagor) in favor of JOHN C. HEARN (Mortgagee).

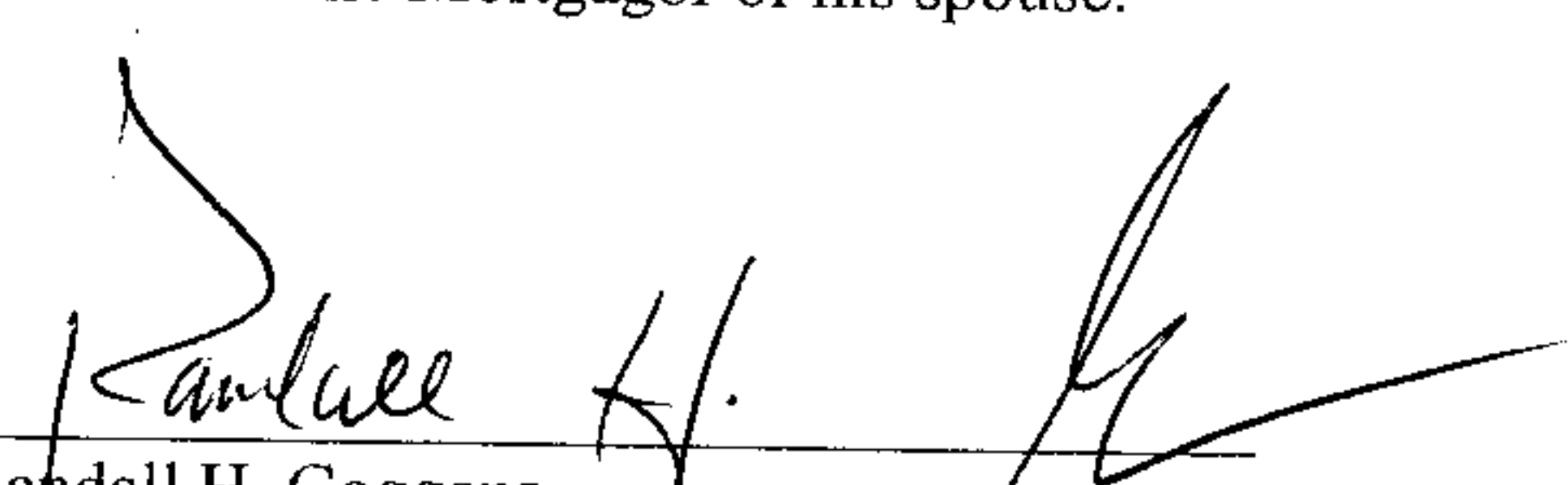
Whereas, Mortgagor gave to Mortgagee a Mortgage recorded in Inst. No. 2000-19809 Probate Office of Shelby County, Alabama (the Mortgage) which Mortgage encumbers the property acquired by Mortgagor from W. Eason Mitchell (the Mitchell property) which Mitchell property is described the NW 1/4 of Section 2, Township 24 North, Range 15 East, Shelby County, Alabama and which Mortgage secures a note in the principal amount of Two Hundred twenty-five Thousand and No/100 Dollars (\$225,000.00) (the Original Note) which Original Note is now due and payable; and

Whereas, Mortgagor has requested an extension of the due date of the Original Note and an additional advance of \$150,000.00 (the Advance) and Mortgagee has agreed to such advance and extension of credit and cancellation of the Original Note so long as Mortgagor executes a new Note (the New Note) in the principal sum of Three Hundred Seventy-five Thousand and No/100 Dollars (\$375,000.00) and grants to Mortgagee a first lien on the real property Mortgagor is acquiring from Brierfield Land & Timber, Inc., et. al. (the Brierfield property) which Brierfield property is described on Exhibit "A" attached hereto and incorporated by reference herein and further so long as Mortgagor ratifies and reaffirms the provisions of the Mortgage.

Now, therefore, in consideration of the premises, the advance and for other good and valuable considerations:

1. Mortgagor hereby grants, bargains and sells to Mortgagee, subject to the terms of the Mortgage and as additional security for the Mortgage, the Brierfield Property which is described on Exhibit "A" attached hereto and incorporated by reference herein. TO HAVE AND TO HOLD unto Mortgagee, his heirs, successors and assigns, subject to the terms of the Mortgage and New Note.
2. Mortgagor hereby reaffirms all provisions contained in the Mortgage, including but not limited to the conveyance of the Mitchell Property which is described in the Mortgage to Mortgagee.
3. Mortgagor additionally grants, bargains, sells and conveys to Mortgagee a conditional easement (the Easement) for ingress, egress and utilities in a location to be chosen by Mortgagee in the event of default by Mortgagor in the Mortgage as hereby modified or in the New Note, which easement is to be 60' in width and is to be situated on land owned by Mortgagor between the Brierfield Property and a public road (the Contiguous Property). TO HAVE AND TO HOLD to Mortgagee, his heirs, successors and assigns, subject to the provisions of the Mortgage as hereby amended and New Note.
4. Neither of the Mitchell Property, the Brierfield Property or the Contiguous Property over which the Easement travels are the homestead of the Mortgagor or his spouse.

Done this date and year first above written


Randall H. Goggans

Inst # 2000-28636

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08/22/2000-28636
09:30 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 CJ1 576.00

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Randall H. Goggans, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me this day that, being informed of the contents of said conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 15 day of August, 2000.

Notary Public

My Commission Expires: 3-1-02

EXHIBIT 'A'
Goggans to Hearn

All that part of the S 1/2 of the N 1/2 of Section 1, Township 24 North, Range 13 East, lying North of the Heart of Dixie Railroad; being situated in Shelby County, Alabama, more particularly described as follows.

A parcel of land located in Fractional Section 1, Township 24 North, Range 13 East, Shelby County, Alabama and being more particularly described as follows:

Commence at the Southeast corner of Fractional Section 22, Township 22 South, Range 2 West, said point also lying on the North line of Fractional Section 1, Township 24 North, Range 13 East, said line also being a segment of the Freeman Line; thence South 89 deg. 46 min. 14 sec. West along said North line a distance of 628.51 feet; thence South 04 deg. 28 min. 10 sec. East, a distance of 1,340.85 feet to the point of beginning; thence South 89 deg. 32 min. 24 sec. West a distance of 1,335.18 feet; thence South 89 deg. 53 min. 10 sec. West a distance of 1,093.91 feet to a point lying on the Easterly right of way line of Interstate 65 (300 foot right of way); thence South 06 deg. 59 min. 49 sec. East along said right of way line a distance of 107.65 feet to its intersection with the Northerly right of way line of Heart of Dixie Railroad (100 foot right of way); thence leaving said I-65 right of way line North 86 deg. 34 min. 25 sec. East and along said railroad right of way line a distance of 112.86 feet to the beginning of a curve to the right having a central angle of 17 deg. 48 min. 41 sec., a radius of 1,600.00 feet and subtended by a chord which bears South 84 deg. 31 min. 15 sec. East a chord distance of 495.38 feet; thence along said curve and said right of way line a distance of 497.38 feet to the end of said curve; thence South 75 deg. 36 min. 54 sec. East and continuing along said right of way line a distance of 1,302.18 feet to the beginning of a curve to the left having a central angle of 70 deg. 07 min. 34 sec., a radius of 900.00 feet and subtended by a chord which bears North 69 deg. 19 min. 18 sec. East, a chord distance of 1,034.06 feet; thence along said curve and continuing along said right of way line a distance of 1,101.54 feet to the end of said curve; thence North 34 deg. 15 min. 31 sec. East and continuing along said right of way line a distance of 52.11 feet to the beginning of a curve to the left having a central angle of 12 deg. 04 min. 08 sec., a radius of 400.00 feet and subtended by a chord which bears North 28 deg. 13 min. 27 sec. East a chord distance of 84.10 feet; thence along said curve and continuing along said right of way line a distance of 84.26 feet to the end of said curve; thence North 22 deg. 11 min. 23 sec. East and continuing along said right of way line a distance of 8.91 feet; thence South 89 deg. 12 min. 37 sec. West and leaving said right of way line a distance of 491.17 feet to the point of beginning; being situated in Shelby County, Alabama.

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