

**LOAN ASSUMPTION
AND
MODIFICATION AGREEMENT**

Date: October 3, 2000

Loan No.: 80-810632

The undersigned purchaser hereby convants that he is the legal owner of record of the following real estate situated, lying and being in Shelby County, Alabama, and the 1988 16' X 82' Mays Mobile Home, Serial #4291 located thereon:

Commence at the Northeast corner of the NW 1/4 of the SE 1/4 of Section 22, Township 21 South, Range 1 East, Shelby County, Alabama; thence run West along the North line of said 1/4 - 14/ Section for 660.09 feet to the point of beginning; thence continue last described course for 611.43 feet to the Easterly right of way of Heaton-Jackson Road; thence 106 deg. 16 min. Left run along said right of way for 159.07 feet; thence 88 deg. 48 min. 40 sec. left run 587.08 feet to the point of beginning.

According to the survey of Thomas E. Simmons, RLS #12945, dated April 18, 1986.

Which property is subject to that certain mortgage previously granted by **Jimmy W. Jones and Locia S. Jones, husband and wife**, to **First National Bank of Shelby County** as recorded in **Instrument Number 1996-27093** and that certain UCC recorded in **Instrument Number 1996-27094**, which said mortgage and UCC constitutes a first lien on the premises described aforesaid to secure a certain promissory note in the original principal sum of \$32,005.65. For valuable considerations running to them, the undersigned purchaser does hereby assume and agree to pay said mortgage according to the terms, covenants, and conditions contained therein and the note and other documents accompanying it.

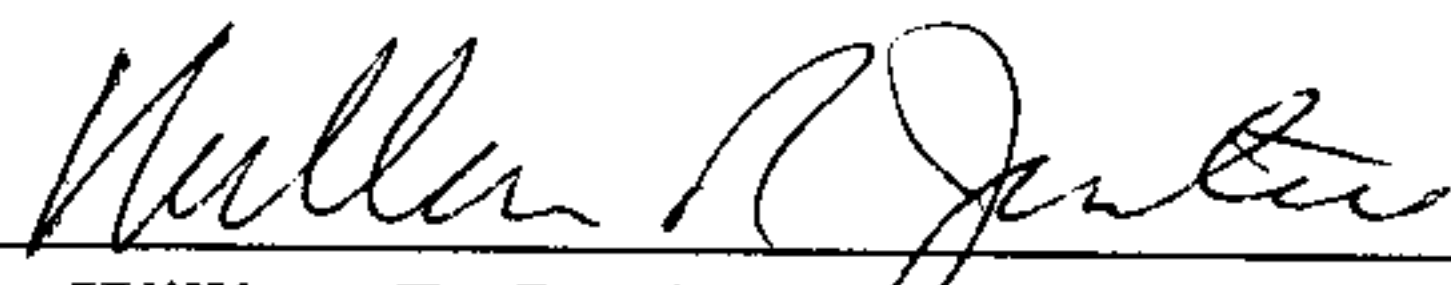
Purchasers further agree:

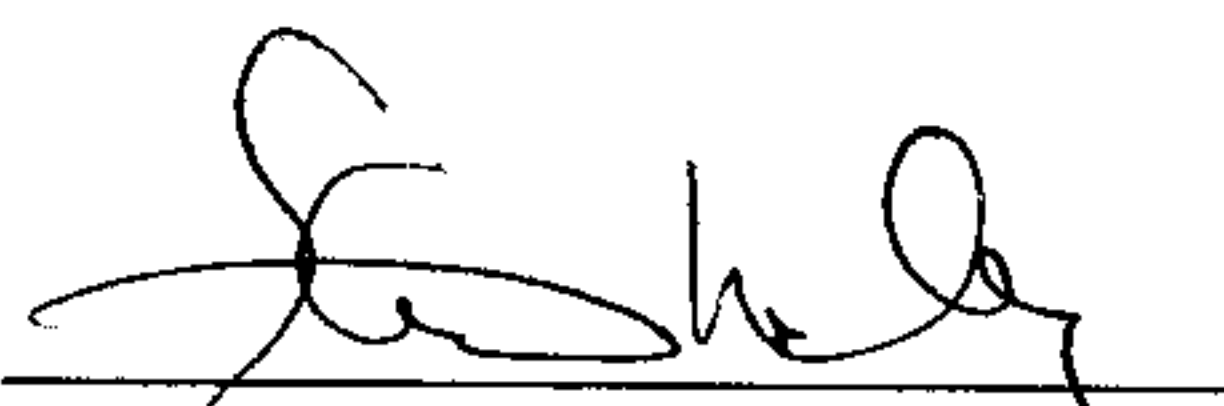
- 1) That the unpaid balance on said note is \$28,746.16.
- 2) That all terms, conditions, and covenants of said mortgage, note and other documents accompanying it except as herein modified, are hereby ratified, confirmed and approved.
- 3) If applicable, purchaser has been informed that this property is located in a special flood hazard area, and is in a community that is now participating in the National Flood Insurance Program.

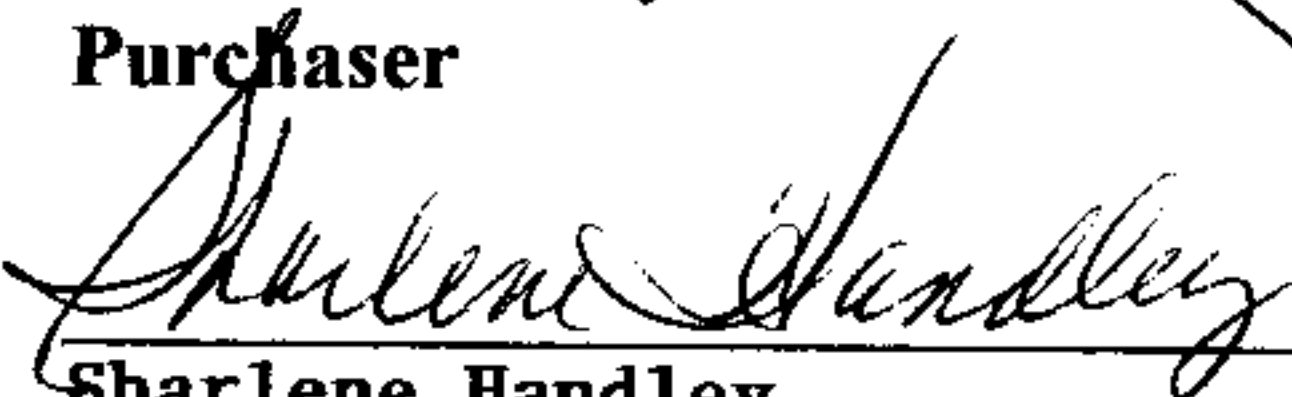
IN WITNESS WHEREOF, the parties hereunto set their hands and seals this 3rd day of October, 2000.

Signed, Sealed, and Delivered in the presence of First National Bank of Shelby County, Mortgagee and Stancil Handley, Purchaser and Sharlene Handley, Purchaser.

FIRST NATIONAL BANK OF SHELBY COUNTY

By: 
William R. Justice
As Its: **In-House Counsel**


Stancil Handley
Purchaser


Sharlene Handley
Purchaser

Inst # 2000-37640

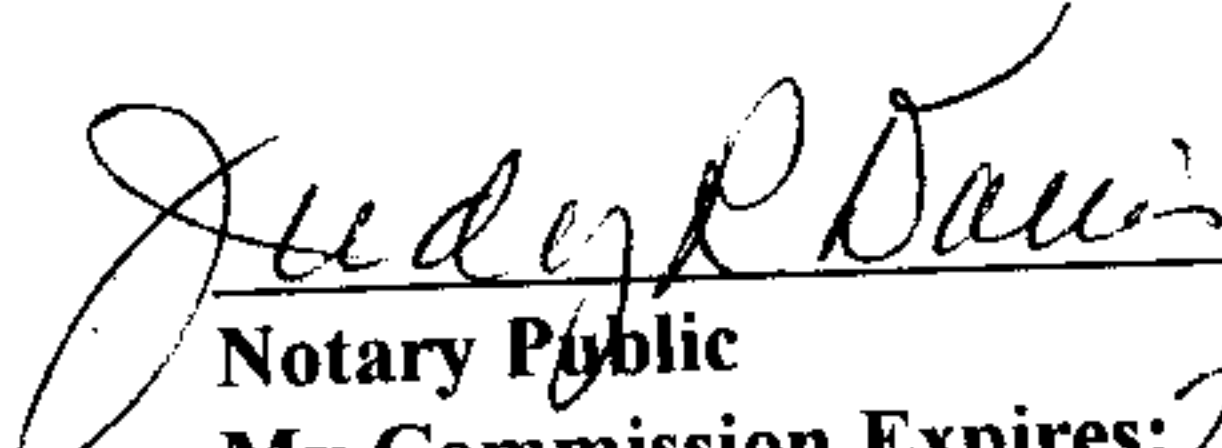
10/30/2000-37640
03:05 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MMB 17.00

STATE OF ALABAMA }

SHELBY COUNTY }

I, the undersigned authority, hereby certify that William R. Justice whose name as In-House Counsel of the First National Bank of Shelby County, is signed to the foregoing agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of the agreement, he, as such 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 3rd day of October, 2000.

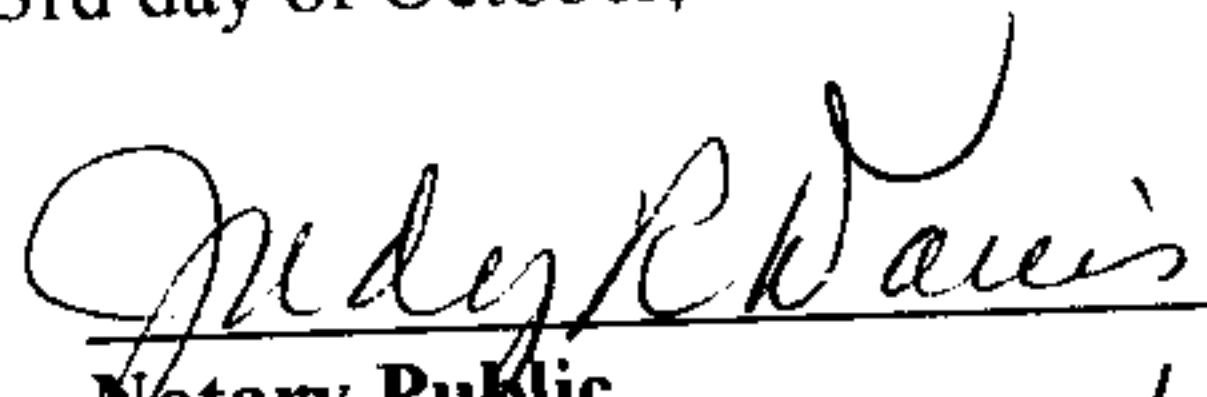

Notary Public
My Commission Expires: 7/3/2002

STATE OF ALABAMA }

SHELBY COUNTY }

I, the undersigned authority, hereby certify that Stancil Handley ^{husband of Sharlene Handley} whose name is signed to the foregoing agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of the agreement, he executed the same voluntarily.

Given under my hand and official seal, this 3rd day of October, 2000.


Notary Public
My Commission Expires: 7/3/2002

STATE OF ALABAMA)

SHELBY COUNTY)

I, the undersigned authority, hereby certify that Sharlene Handley, ^{wife of Stancil Handley} whose name is signed to the foregoing agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of the agreement, she executed the same voluntarily.

Given under my hand and official seal, this 3rd day of October, 2000.


Notary Public
My Commission Expires: 7/3/2002

First National Bank of Shelby County
Attn: Real Estate Department
P. O. Box 977
Columbiana, AL 35051

Inst # 2000-37640

10/30/2000-37640
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