

MODIFICATION AGREEMENT

STATE OF ALABAMA }
COUNTY OF SHELBY }

Account Number: 74-107291

THIS AGREEMENT of Modification made and entered into by and between **B. J. Humphries and wife, Diane B. Humphries** (hereinafter referred to as "Borrower") and First National Bank of Shelby County, (hereinafter referred to as FNBSC), on this the 5th day of April, 2001.

WITNESSETH:

WHEREAS, Borrower, on the 8th day of December, 1999, executed to FNBSC a Line of Credit Agreement in the principal sum of \$103,742.00 ("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 1999-50025 (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 requested to **lower the credit limit from \$103,742.00 to \$68,500.00 (a decrease of \$35,242.00),**

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

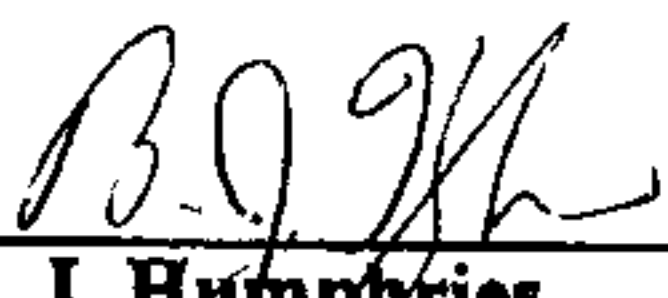
WHEREAS, Borrower is desirous of paying the balance of the Line of Credit and Mortgage in accordance with a loan plan of FNBSC, and the rules and regulations governing same;

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:


The Borrower agrees to pay the Indebtedness secured by the Mortgage and

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 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.



B. J. Humphries



Diane B. Humphries

FIRST NATIONAL BANK OF SHELBY COUNTY

by 

William R. Justice
as **In-House Attorney**

Inst # 2001-17076

05/02/2001-17076
07:16 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 CJ1 14.00

STATE OF ALABAMA }
COUNTY OF SHELBY }

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that **B. J. Humphries and Diane B. Humphries**, 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 5th day of April, 2001.

Notary Public

My Commission Expires: 2-20-03

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 Attorney for First National Bank of Shelby County**, 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 9th day of April, 2001.

James H. Sammons
Notary Public

My Commission Expires: 5/24/04

Inst # 2001-17076

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05/02/2001-17076

07:16 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

002 CJ1

14.00