

## MODIFICATION AGREEMENT

STATE OF ALABAMA }  
COUNTY OF SHELBY }

Account Number: 72-828668

THIS AGREEMENT of Modification made and entered into by and between James Elmore Horton and Betty Hammonds Horton (hereinafter referred to as "Borrower") and First National Bank of Shelby County, (hereinafter referred to as FNBSC), on this the 10th day of May, 2001.

### WITNESSETH:

WHEREAS, Borrower, on the 23rd day of March, 2001, executed to FNBSC a Note in the principal sum of \$80,000.00 ("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, Instrument Number 2001-11266 ("Mortgage"), reference being hereby made to the Mortgage for a particular description of the Note and the 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 the interest rate on said Note be lowered from 7.2% fixed to 6.45% fixed and

WHEREAS, Borrower is desirous of paying the balance of the Note 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 in accordance with the following loan plan of FNBSC:

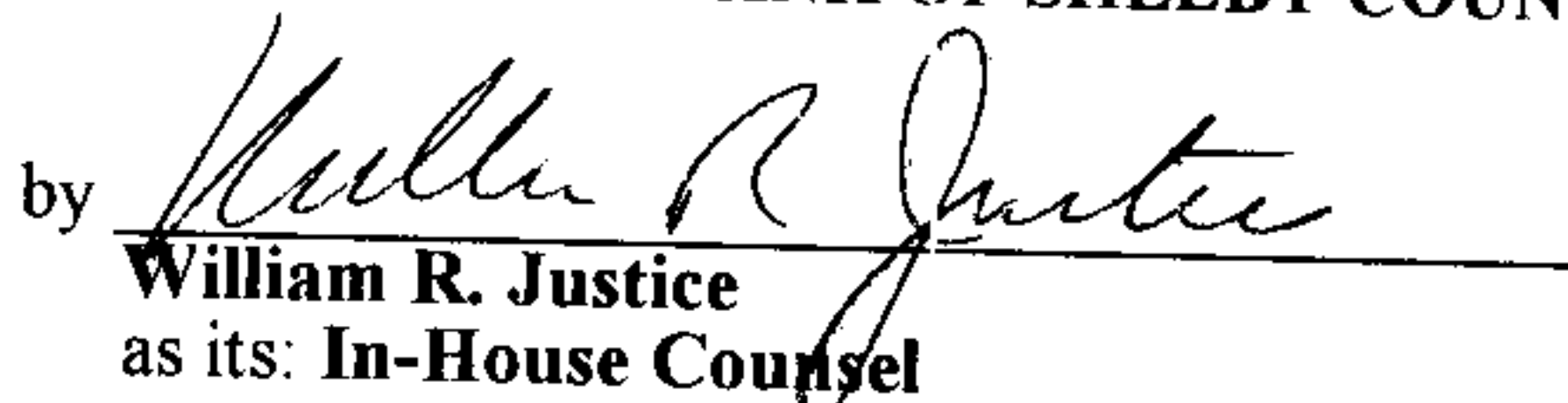
1. Interest shall accrue on the amount of the unpaid principal at 6.45%
2. Except as modified by this Agreement, all conditions, terms, obligations, agreements and stipulations made in the Mortgage and Note shall remain in full force and effect.

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

  
James Elmore Horton

  
Betty Hammonds Horton

FIRST NATIONAL BANK OF SHELBY COUNTY

by   
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 James Elmore Horton and Betty Hammonds Horton, 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 10th day of May, 2001.

Francis H. Sammons  
Notary Public

My Commission Expires: 5-24-04

**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 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 10th day of May, 2001.

Jimmy W. Lyon  
Notary Public

My Commission Expires: 12-19-03

Inst # 2001-19504