

**MORTGAGE
MODIFICATION AGREEMENT**

STATE OF ALABAMA }
COUNTY OF SHELBY }

Inst # 2001-45408

THIS AGREEMENT of Modification made and entered into by and between **Helen Harrison Phillips, unmarried** (hereinafter referred to as "Borrower") and First National Bank of Shelby County, (hereinafter referred to as FNBSC), on this the 12th day of October, 2001.

W I T N E S S E T H :

WHEREAS, Borrower, on the 16th day of July, 1998, executed to FNBSC a Line of Credit Agreement in the principal sum of \$141,600.00 ("Line of Credit"), and on the 22nd day of July, 1998 the Borrower executed a Modification to lower the Line of Credit to \$100,000.00, and on the 16th day of July, 1999 the Borrower executed a Modification to lower the Line of Credit to \$31,400.00, 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 1998-27783 (Mortgage) and Modifications being recorded in Instrument Number 1998-28082 and 1999-30654**, 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 \$31,400.00 to \$18,750.00 (a decrease of \$12,650.00)**,

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 the amount secured by said mortgage is reduced to \$18,750.00.

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.

**10/19/2001-45408
03:27 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 CH 18.00**

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


Helen Harrison Phillips

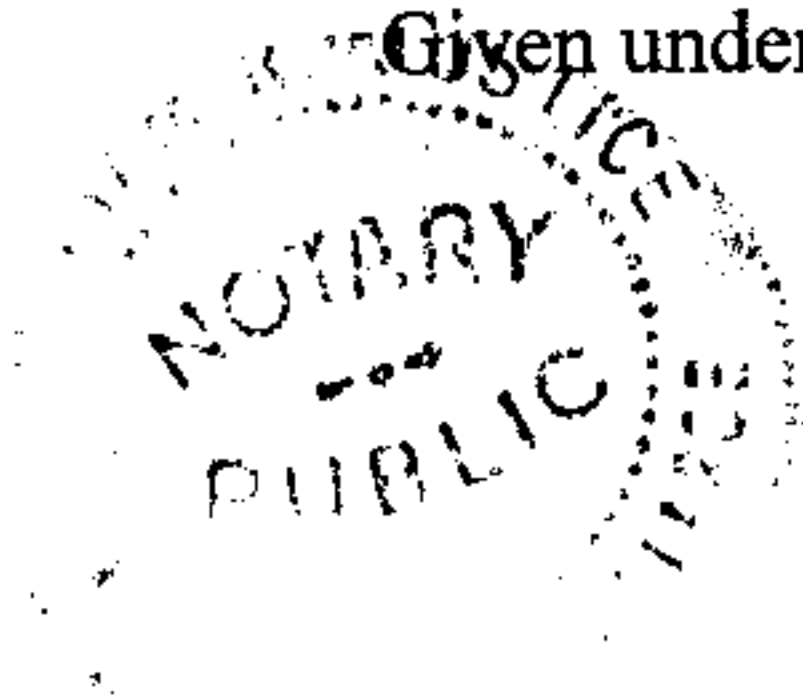
FIRST NATIONAL BANK OF SHELBY COUNTY


by 
William R. Justice
as its: In-House Attorney

STATE OF ALABAMA
COUNTY OF SHELBY

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

Given under my hand and official seal this 12th day of October, 2001.

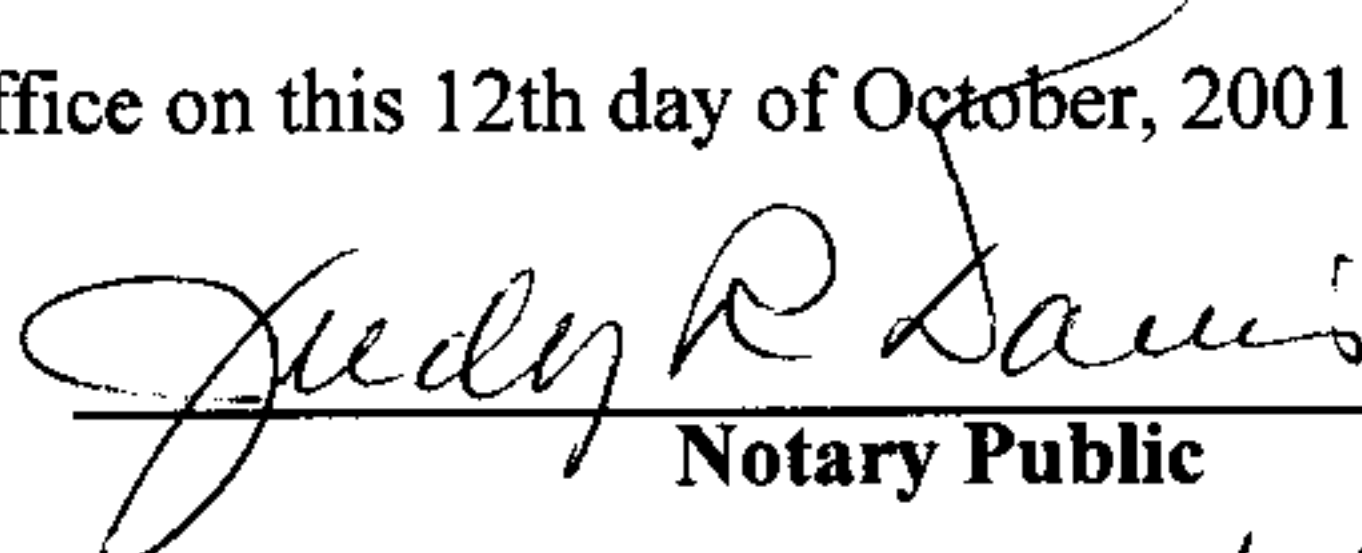



Notary Public
My Commission Expires: 9/12/03

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 12th day of October, 2001.


Notary Public
My Commission Expires: 7/3/2002

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