

MODIFICATION AGREEMENT

STATE OF ALABAMA }
COUNTY OF SHELBY }

Account Number: 74-101730

12/18/2001-55575
04:01 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 CH 54.50

Inst 2001-55575

THIS AGREEMENT of Modification made and entered into by and between Fred L. Lawson and Judy W. Lawson (hereinafter referred to as "Borrower") and First National Bank of Shelby County, formerly known as First National Bank of Columbiana (hereinafter referred to as FNBSC) on this the 14th day of December, 2001.

WITNESSETH:

WHEREAS, Borrower, on the 26th day of February, 1996, executed to FNBSC a Line of Credit Agreement in the principal sum of \$40,000.00 ("Line of Credit"), and on the 14th day of December, 2001 executed an Amendment increasing said Line of Credit to \$65,000.00; 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 1996-06111 ("Mortgage"), and Amendment to Mortgage being recorded in Instrument Number 2001- 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 the interest rate on said Line of Credit be lowered from 1.00% over Wall Street Journal Prime to Wall Street Journal Prime floating all the time (currently 5.00%) with the minimum payment being interest only and the floor of said Line of Credit being 5.00% 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;

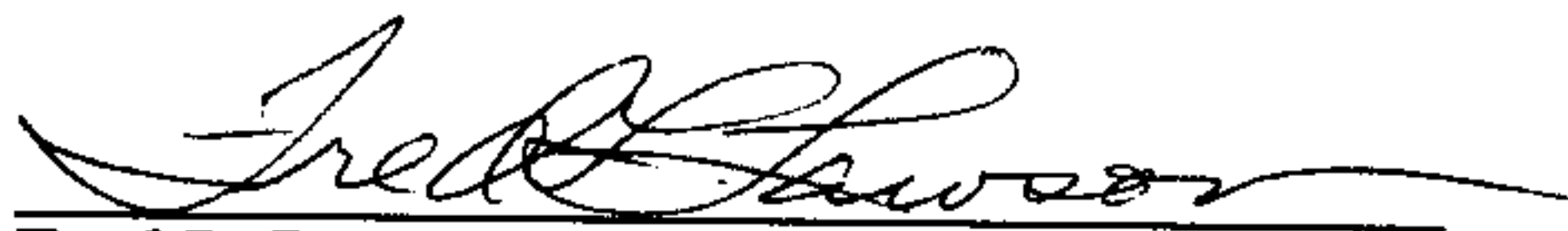
NOW, THEREFORE, in consideration of the mutual benefits to flow to each of the parties hereto, the undersigned hereby agree and covenant as follows, viz:


The Borrower agrees to pay the Indebtedness secured by the Mortgage in accordance with the following loan plan of FNBSC:

1. Interest shall accrue on the amount of the unpaid principal at Wall Street Journal Prime floating all the time (currently 5.00%) with the minimum payment being interest only

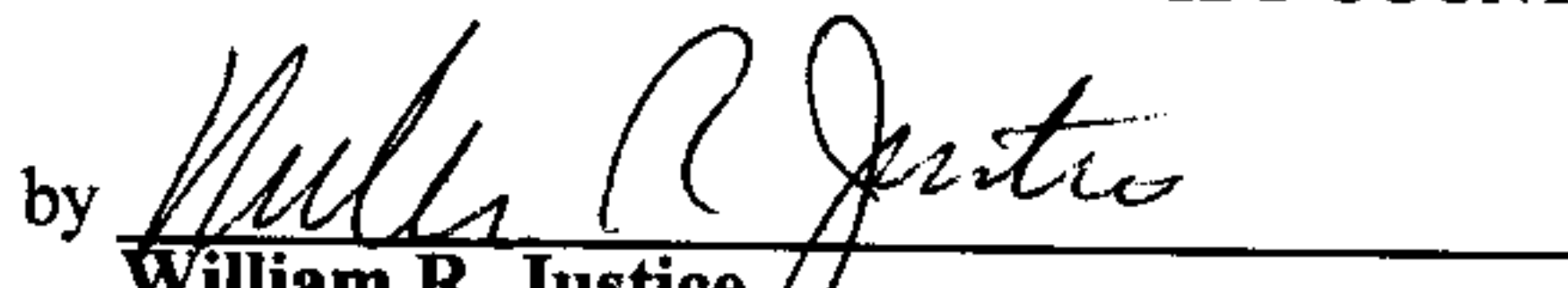
2. Except as modified by this Agreement, all conditions, terms, obligations, agreements and stipulations made in the Mortgage and Line of Credit Agreement shall remain in full force and effect.

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


Fred L. Lawson


Judy W. Lawson

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 Fred L. Lawson and Judy W. Lawson, 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 14th day of December, 2001.


Notary Public

My Commission Expires: 3-11-02

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 Attorney 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 14th day of December, 2001.


Notary Public

My Commission Expires: 3-11-02

Inst # 2001-55575

2 12/18/2001-55575
04:01 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 CH 54.50