

STATE OF ALABAMA)
)
COUNTY OF Shelby)

AGREEMENT TO MODIFY #671003547
PROMISSORY NOTE AND MORTGAGE
TO INCREASE LINE OF CREDIT

THIS MODIFICATION AGREEMENT, this day made and entered into by and between FIRST AMERICAN BANK, an Alabama banking corporation having its principal place of business in Decatur, Alabama ("First American") and Brody Black and Gidge Black, husband and wife (Borrower),

WITNESSETH:

WHEREAS, Borrower did execute and deliver on May 16, 2001 a promissory note to First American in the sum of Thirty Thousand and NO/100 (\$30,000.00) (the "Note"), under the terms of which, Borrower promised to pay said sum to First American, together with interest thereon as provided in the Note, and said indebtedness is secured by that certain mortgage from Borrower to First American of the same date recorded in Book 2001, at Page 21202, in the Office of the Judge of Probate of Shelby County, Alabama (the Mortgage); and


WHEREAS, the parties hereto wish to amend the Note and Mortgage by increasing the amount evidenced by the Note and secured by the Mortgage to Forty Thousand and NO/100 (\$40,000.00):

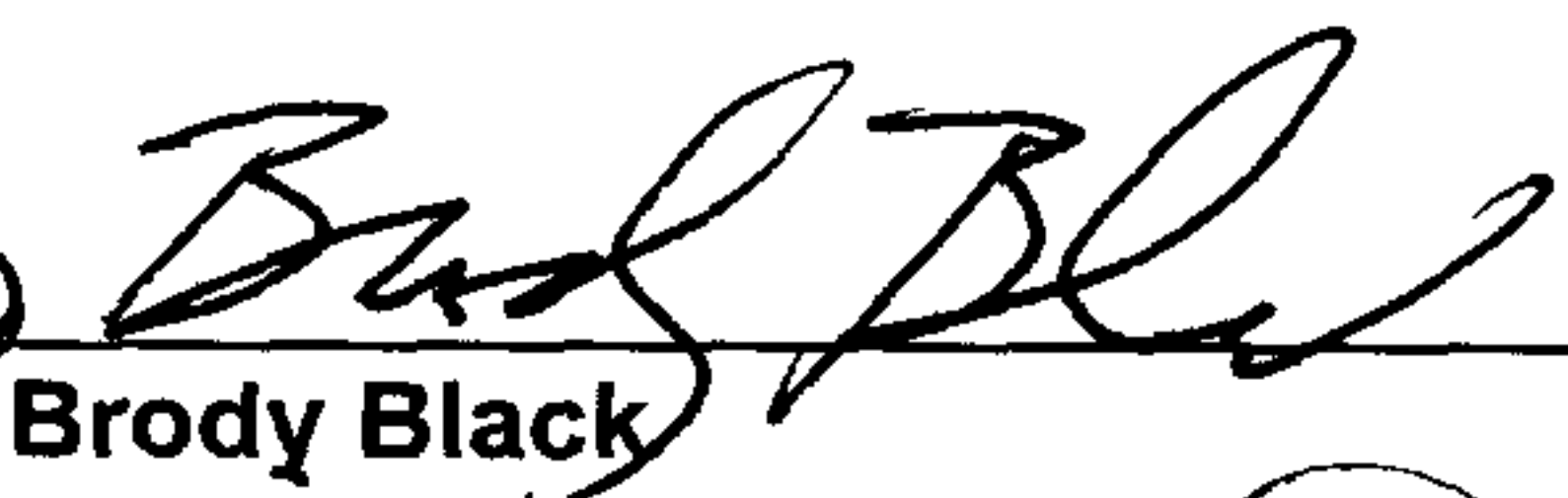

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, THAT:

For and in consideration of the premises, and the mutual covenants and agreements of the parties hereto, First American and Borrower do hereby agree as follows:

1. The principal amount of the Note, and all renewals, extensions and modifications thereof, given by Borrower to First American is hereby increased to \$40,000.00 and shall be secured by the Mortgage.
2. All of the terms and provisions of the Note and Mortgage (except those terms herein expressly modified) shall be and remain in full force and effect as if the sum of \$40,000.00 now evidenced and secured thereby had been the original amount evidenced and secured thereby. Likewise, nothing contained herein shall in anywise alter, affect or impair any rights, powers or remedies granted to First American by Borrower under the terms of the Note and Mortgage.
3. This Agreement shall be binding upon and inure to the benefit of the respective successors, heirs and assigns of the parties hereto.
4. You agree to pay an additional fee of \$50.00 per year in order to participate in this plan. We will add this amount to your loan account balance on an annual basis.

IN WITNESS WHEREOF, First American Bank has caused this Modification Agreement to be executed in its name and on its behalf by its undersigned officer, who is duly authorized hereunto, and the Borrower has also executed this Modification Agreement, all on the 25th Day of July, 2001.

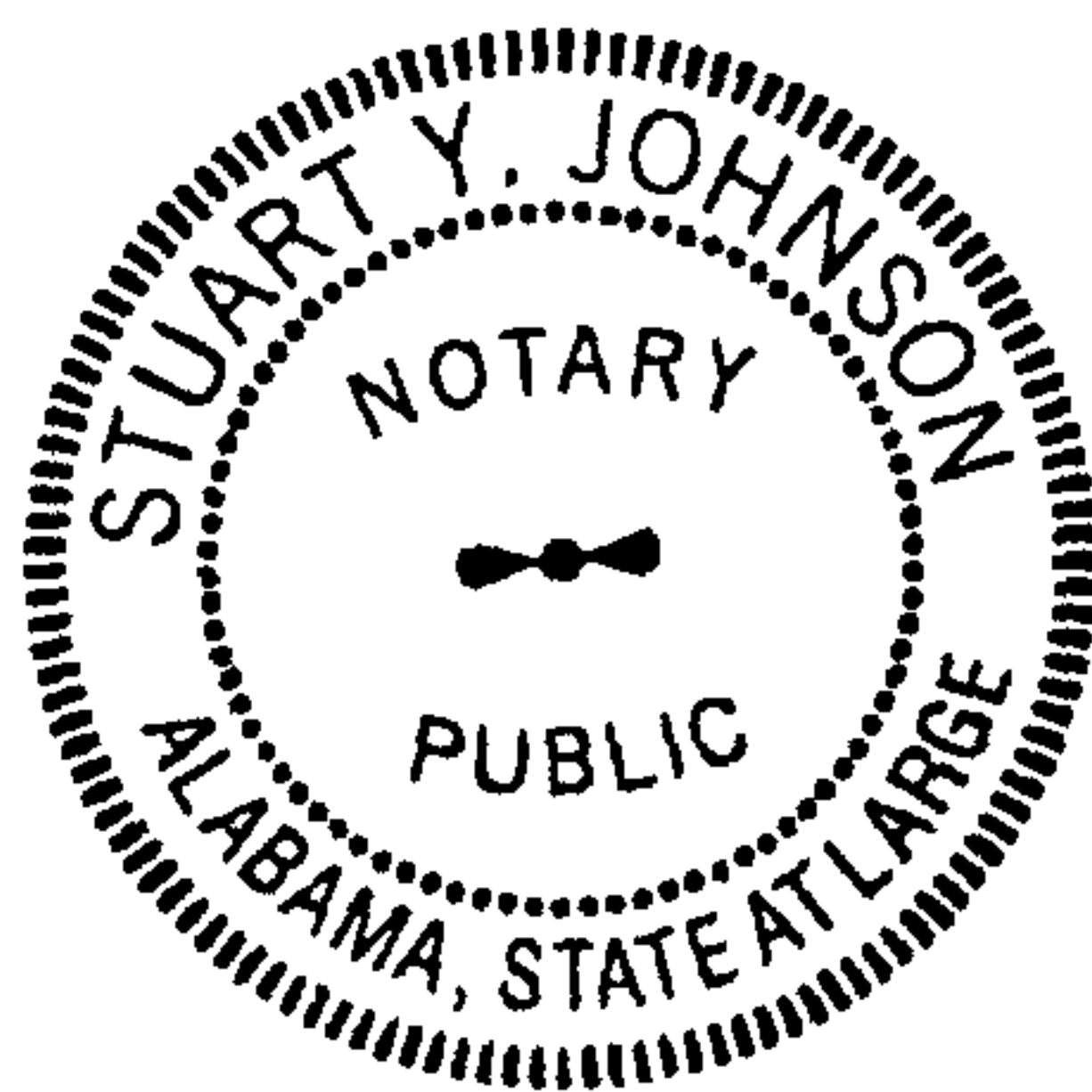
FIRST AMERICAN BANK
An Alabama Banking Corporation
BY: 
Its Brian Shelton, Vice President

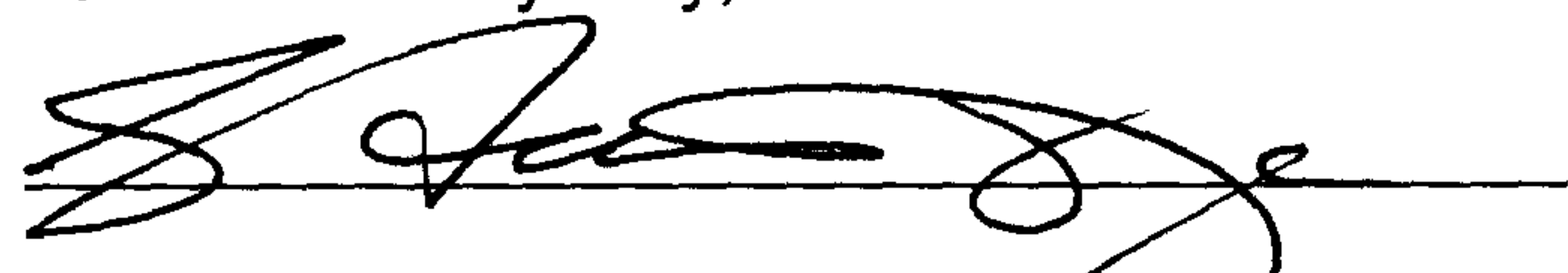
⊗ 
Brody Black
x 
Gidge Black

STATE OF ALABAMA)
)
COUNTY OF Shelby)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Brody Black and Gidge Black and whose name 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 executed the same voluntarily on the day the same bears date.

GIVEN, under my hand and the official seal of my office this 7th day May, 2004.

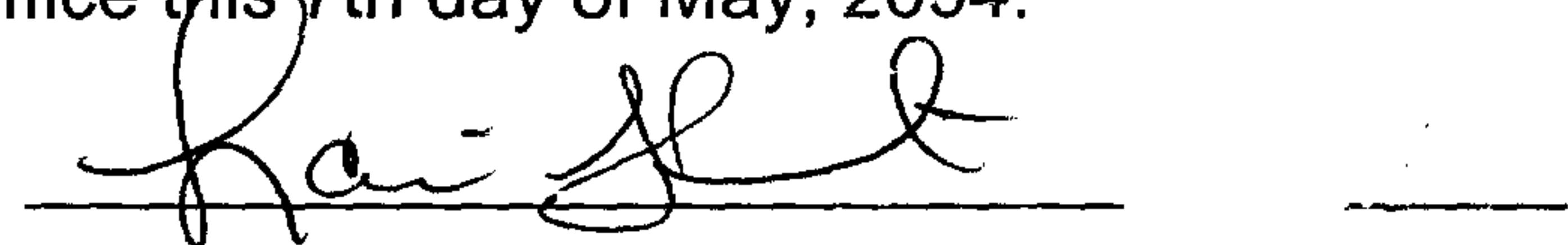



Notary Public
My Commission Expires: 3/6/07

STATE OF ALABAMA)
)
COUNTY OF Madison)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Brian Shelton whose name as Vice President of First American Bank, an Alabama banking 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, as such officer and with full authority, executed the same voluntarily on the day the same bears date.

GIVEN, under my hand and the official seal of my office this 7th day of May, 2004.



Notary Public
My Commission Expires: **My Commission Expires 10/0**

This Instrument prepared by: Faye Spivey
251 Johnston St SE
Decatur, Al 35601