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Shelby Cnty Judge of Probate, AL
05/04/2005 02:56:50PM FILED/CERT

MODIFICATION AGREEMENT

STATE OF ALABAMA }

COUNTY OF SHELBY }

THIS AGREEMENT of Modification made and entered into by and between **Weaver W. Vansant and Sarah R. Vansant** (hereinafter referred to as "Borrowers") and First National Bank of Shelby County, formerly known as First National Bank of Columbiana (hereinafter referred to as FNBSC), on this the 29th day of April, 2005.

W I T N E S S E T H :

WHEREAS, Borrowers, on the 13th day of June, 2001, executed to FNBSC a Note in the principal sum of $100,000.00, ("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 2001-25198 ("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 Borrowers are requesting to substitute the collateral described in the said Mortgage recorded in Instrument Number 2001-25198. They are offering to substitute in lieu thereof the following described property, more particularly described as follows:

The W ½ of the SE 1/4 of the NE 1/4, Section 26, Township 20 Range 1 East, Shelby County, Alabama.

ALSO, the SW 1/4 of the NW 1/4, Section 30, Township 20, Range 2 East, Shelby County, Alabama. LESS and EXCEPT property conveyed in deed recorded in real Book 278, Page 36, Shelby County, Alabama.

and,,

WHEREAS, the value of said property is sufficient and FNBSC agrees to accept said property as substituted collateral; and

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, and Borrowers will execute a new mortgage described, describing the substituted collateral.

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

Weaver W. Vansant
Weaver W. Vansant

Sarah R. Vansant
Sarah R. Vansant

FIRST NATIONAL BANK OF SHELBY COUNTY

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

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STATE OF ALABAMA }
COUNTY OF SHELBY }

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Weaver W. Vansant and Sarah R. Vansant, 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 29th day of April, 2005.

Tammye W. Lyon
Notary Public

My Commission Expires: 12-19-07

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 conveyance, 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 Bank.

Given under my hand and official seal this 29th day of April, 2005.

Tammye W. Lyon
Notary Public

My Commission Expires: 12-19-07

First National Bank of Shelby County
P. O. Box 977
Columbiana, AL 35051