

AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT

Mortgagor (last name first):

Mortgage and Security Agreement (as recorded):

Chasteen, David T. AND Chasteen, Cindy

Shelby

County of Record

20986 Hwy. 55

20070507000211100

Volume

Page

Mailing Address

05/07/2007

Date of Record

North/Sterrett AL 3-5147

The HomeTown Bank of Alabama

City State Zip

Instrument Prepared

STATE OF ALABAMA
COUNTY OF Shelby

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, Mortgagor has heretofore executed the Mortgage and Security Agreement referenced above in favor of The HomeTown Bank of Alabama ("Mortgagee") to secure indebtedness owed by Mortgagor or another to Mortgagee; and

WHEREAS, Mortgagor desires to amend the Mortgage and Security Agreement upon the terms and conditions set forth herein, it being specifically understood that except as amended hereby, the terms and conditions of the Mortgage and Security Agreement remain unchanged and continue in full force and effect.

NOW, THEREFORE, in consideration of these presents, Mortgagor and Mortgagee agree that the Mortgage and Security Agreement is hereby amended as follows [check applicable box(es)]:

Increase in Principal Sum of Secured Indebtedness. The principal sum of indebtedness identified in the Mortgage and Security Agreement is hereby increased to the amount set forth in subpart C below:

- A. Principal Sum of Indebtedness, as Recorded: \$ _____
- B. Increase in Principal Sum of Indebtedness: \$ _____
- C. Principal Sum of Indebtedness, as Amended \$ _____

The amount set forth in subpart C above shall not be construed to restrict or limit the scope of the Mortgage and Security Agreement as it applies to the indebtedness identified therein as secured.

Additional Parcel of Real Property as Additional Security. As additional security for the indebtedness secured by the Mortgage and Security Agreement, Mortgagor grants, bargains, sells and conveys unto Mortgagee the following described parcel of real property and subjects the same to the demise of the Mortgage and Security Agreement:
See Attached Exhibit A

TO HAVE AND TO HOLD the same and every part thereof unto Mortgagee, its successors and assigns forever.

Additional Mortgagor. The following person or entity is hereby identified and added as a Mortgagor under the Mortgage and Security Agreement, subject to all provisions, conditions, covenants, warranties, indemnities and agreements set forth therein, and hereby grants, bargains, sells and conveys unto Mortgagee each parcel of real property at any time subject to the demise thereof:

Other:

IT IS AGREED that nothing contained herein shall impair the security now held by Mortgagee nor waive, annul, vary or affect any provision, condition, covenant, or agreement contained in the Mortgage and Security Agreement, except as specifically set out herein, nor affect or impair any rights, powers or remedies of Mortgagee under the Mortgage and Security Agreement.

IN WITNESS WHEREOF, Mortgagor has hereunto set his, her or their hand(s), or has caused this Amendment to Mortgage and Security Agreement to be executed by its or their duly authorized officer or representative, this 11th day of March 2008

David T. Chasteen

3/11/2008

Date

Cindy Chasteen

3/11/2008

Date

Date

Date

Date

Date

CERTIFICATE

State of Alabama
County of Blount

In compliance with Ala. Code § 40-22-2 (1975), the owner of this Mortgage hereby certifies that the amount of indebtedness presently incurred is \$286,638.88 upon which the mortgage tax is paid herewith, and owner agrees that no additional or subsequent advances will be made under this Mortgage unless the Mortgage tax on such advances is paid into the appropriate Judge of Probate office no later that each September hereafter or a document evidencing such advances is filed for record in the above said office and the recording fee and tax applicable thereto paid.

Mortgagor: David T. Chasteen AND SPOUSE, Cindy
Date, Time and Volume and
Page of recording as shown hereon.

Mortgagee: The HomeTown Bank of Alabama

[Signature]

By: Thomas Carroll

EVP

Title:

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ALABAMA
COUNTY OF Blount

I, Suzanne Robertson, a Notary Public in and for said County, in said State, hereby certify that David T. Chasteen, 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, has executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 11th day of March 2008.

[Signature]

Notary Public

My Commission expires: 11/22/2010

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ALABAMA
COUNTY OF Blount

I, Suzanne Robertson, a Notary Public in and for said County, in said State, hereby certify that Cindy Chasteen, 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, has executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 11th day of March 2008.

[Signature]

Notary Public

My Commission expires: 11/22/2010

CORPORATE OR OTHER ACKNOWLEDGMENT

STATE OF ALABAMA
COUNTY OF _____

I, _____, a Notary Public in and for said County, in said State, hereby certify that _____, whose name as _____ of _____, a _____, 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 said conveyance, _____, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation, on the day the same bears date.

Given under my hand and official seal, this _____ day of _____.

Notary Public

My Commission expires: _____

This Instrument Prepared By:

The HomeTown Bank of Alabama
2002 2nd Ave. E.
Oneonta, AL 35121
Thomas Carroll, EVP



20080428000173180 2/3 \$18.00
Shelby Cnty Judge of Probate, AL
04/28/2008 04:01:58PM FILED/CERT

Subdivision		Lot	Plat Book	Page
QQ	Q	S	T	R

SOURCE OF TITLE

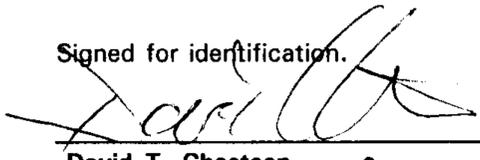
BOOK

PAGE

EXHIBIT A

A parcel of land situated in the Southeast 1/4 of the Southwest 1/4 of Section 5, township 18 South, Range 2 East, Shelby County, Alabama, being more fully described as follows: Begin at the Southeast corner of the Southeast 1/4 of the Southwest 1/4 of Section 5, Township 18 South, Range 2 East; thence run North along the East line of said 1/4 - 1/4 section a distance of 384.25 feet; thence turn an angle of 118 degrees 20 minutes to the left and run a distance of 225.06 feet; thence turn an angle of 93 degrees 35 minutes to the right and run a distance of 180.00 feet to the Southeast right-of-way line to the Columbiana Eden Highway; thence turn an angle of 80 degrees 52 minutes to the left and run a distance of 298.56 feet to a point on the said right of way line; thence turn an angle of 90 degrees 00 minutes to the left and run a distance of 10 feet; thence turn an angle of 90 degrees 60 minutes to the right and run along said right of way line a distance of 70.60 feet; thence turn an angle of 90 degrees 00 minutes to the left and run a distance of 341.82 feet to the South line of the Southeast 1/4 of the Southwest 1/4; thence turn an angle of 73 degrees 56 minutes to the left and run along the South line of said 1/4 - 1/4 section a distance of 532.45 feet to the Point of Beginning; being situated in Shelby County, Alabama.

Signed for identification.



David T. Chasteen

3-11-08

Date

Cindy Chasteen



Date

Date


 20080428000173180 3/3 \$18.00
 Shelby Cnty Judge of Probate, AL
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