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Shelby Cnty Judge of Probate, AL
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LOAN NUMBER: 8000214

MODIFICATION AGREEMENT - MORTGAGE

THIS MODIFICATION AGREEMENT ("Agreement") is made this 26th day of March, 2009, between Ralph M Marcum and Joy M Marcum, a married couple, whose address is 175 Bonnie Blue Lane, Columbiana, Alabama 35051 ("Borrower"), and Oakworth Capital Bank whose address is 2100A Southbridge Parkway, Suite 445, Birmingham, Alabama 35209 ("Lender").

Oakworth Capital Bank and Borrower entered into a Mortgage dated November 26, 2008 and recorded on December 8, 2008 in Instrument #20081208000459970, records of County of Shelby, State of Alabama ("Mortgage"). The Mortgage covers the following described real property:

Address: 175 Bonnie Blue Lane, Columbiana, Alabama 35051
Legal Description: Lot 3-A, according to the Re-subdivision of Lots 3, 4, 5 of Tara Subdivision, Sector One, as recorded in Map Book 25, Page 120 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

It is the express intent of the Borrower and Lender to modify the terms and provisions set forth in the Mortgage. Borrower and Lender hereby agree to modify the Mortgage as follows:

- Modify mortgage amount from $600,000.00 to $300,000.00.

Borrower and Lender agree that the Mortgage, including such changes, modifications, and amendments as set forth herein, shall remain in full force and effect with respect to each and every term and condition thereof and nothing herein contained shall in any manner affect the lien of the Mortgage on the Property. Nothing contained herein shall in any way impair the Mortgage or the security now held for the indebtedness thereunder, or alter, waive, annul, vary, or affect any provision, term, condition, or covenant therein, except as herein provided, nor affect or impair any rights, powers, privileges, duties, or remedies under the Mortgage it being the intent of Borrower and Lender that the terms and provisions thereof shall continue in full force and effect, except as specifically modified herein. Nothing in this Agreement shall constitute a satisfaction of the promissory note or notes, or other credit agreement or agreements secured by the Mortgage.

Lender's consent to this Agreement does not waive Lender's right to require strict performance of the Mortgage modified above, nor obligate Lender to make any future modifications. Any guarantor or cosigner shall not be released by virtue of this Agreement.

If any Borrower who signed the original Mortgage does not sign this Agreement, then all Borrowers signing below acknowledge that this Agreement is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Agreement or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

This Agreement shall be binding upon the heirs, successors, and assigns with respect to parties hereto. Whenever used, the singular shall include the plural, the plural, the singular, and the use of any gender shall be applicable to all genders.

ORAL AGREEMENTS DISCLAIMER. This Agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

By signing below, Borrower and Lender acknowledge that they have read all the provisions contained in this Agreement, and that they accept and agree to its terms.

Ralph M Marcum Date 3/26/09 Joy M Marcum Date 3/26/09

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ALABAMA)
)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public, do hereby certify that Ralph M Marcum and Joy M Marcum; whose names are signed to the foregoing and who are known to me, acknowledged before me on this day that, being informed of the contents of the Modification Agreement, they executed the same, voluntarily, on the day the same bears date. Given under my hand this 26th day of March, 2009.

My commission expires: 4/21/12

(Official Seal)

WILLIAM H. HALBROOKS
NOTARY PUBLIC
ALABAMA STATE AT LARGE

LENDER: Oakworth Capital Bank

3-26-09

By: Michael D Mims Date
Its: Managing Director

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BUSINESS ACKNOWLEDGMENT

STATE OF ALABAMA)
)
COUNTY OF JEFFERSON)

On this the 26th day of March, 2009, before me, the undersigned, a , personally appeared Michael D Mims, Managing Director on behalf of Oakworth Capital Bank, a(n) State Bank, to me personally known or who having proved to me on the basis of satisfactory evidence to be the person whose name is subscribed within this instrument and who acknowledged that he/she holds the position set forth and that he/she is being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the Financial Institution by himself/herself as Managing Director of Oakworth Capital Bank, and that the foregoing instrument is the voluntary act and deed of the Financial Institution.

In witness whereof, I hereunto set my hand and official seal.

My commission expires: 4/21/12

(Official Seal)

NOTARY PUBLIC ALABAMA STATE AT LARGE

THIS INSTRUMENT PREPARED BY:
Oakworth Capital Bank
2100A Southbridge Parkway, Suite 445
Birmingham, AL 35209

AFTER RECORDING RETURN TO:
Oakworth Capital Bank
2100A Southbridge Parkway, Suite 445
Birmingham, AL 35209

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