

**MORTGAGE MODIFICATION AGREEMENT**

20030129000053350 Pg 1/2 15.00  
 Shelby Cnty Judge of Probate, AL  
 01/29/2003 10:57:00 FILED/CERTIFIED

Loan Account Number: 13056

THIS MORTGAGE MODIFICATION AGREEMENT is made this 20TH day of November, 2002, by and between Anthony C. Willoughby (hereinafter the "Mortgagor(s)") and Covenant Bank (hereinafter the "Lender").

**WITNESSETH:**

WHEREAS, on 12/4/2001, Mortgagor(s) executed and delivered to Lender a Real Estate Mortgage (hereinafter the "Mortgage") in the amount of \$ 500,000.00, and filed for record 1/14/02 and recorded in Mortgage Book and Page 200201/6188, in the Probate Office of JEFFERSON County, AL and filed for record 2/8/02 and recording in Mortgage Instrument 2002-06720, in the Probate Office of SHELBY County, AL; and

WHEREAS, Mortgagor(s) have requested and Lender has agreed to modify certain provisions of said Mortgage in the manner set forth herein below;

NOW, THEREFORE, it is hereby agreed by and between the Mortgagor(s) and the Lender that commencing with the date of this agreement of terms and provisions of said "Mortgage" are amended as follows:

**MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by this Security Instrument at any one time shall not exceed \$650,000.00.

Except as herein modified, all other provisions and terms of the Mortgage shall remain in full force and effect and is hereby ratified and affirmed in all respects by the Mortgagor(s). Mortgagor(s), by these present, do hereby aver and confirm that they have no defenses or offsets with respect to Mortgagor(s) obligations pursuant to the Mortgage as is herein modified.

IN WITNESS WHEREOF, Mortgagor(s) and Lender have executed this Mortgage Modification Agreement as of the month, day and year first set forth herein above.

**MORTGAGOR(S)**

BY: Anthony C. Willoughby  
 ITS: \_\_\_\_\_

**COVENANT BANK**

BY: B. Anthony [Signature]  
 ITS: [Signature] Lender.

STATE OF ALABAMA  
COUNTY OF

I, the undersigned, a Notary Public in and for said County and said State, hereby certify that Anthony C. Willoughby, whose name(s) is/are signed to the foregoing Mortgage Modification Agreement, and who are known to me, acknowledged before me on this day that, being fully informed of the contents of said agreement, being executed the same voluntarily on the day the same bears date.

Given under my hand and seal this, the 20<sup>th</sup> day of November, 2002.

Janet A. Rubino

Notary Public  
My commission expires: 11/4/2005

STATE OF ALABAMA  
COUNTY OF

I, Janet A. Rubino, a Notary Public in and for said county and in said state, hereby certify that Anthony C. Willoughby whose name as Ashley Page, Senior V.P. of Covenant Bank, a corporation signed the foregoing agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of the agreement, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal this, the 20<sup>th</sup> day of November, 2002.

Janet A. Rubino

Notary Public  
My commission expires:

11/4/2005

Recorder's Note:  
Jefferson - 96.290  
Shelby - 3.890

State of Alabama - Jefferson County  
I certify this instrument filed on:  
2002 DEC 13 P.M. 12:27  
Recorded and \$ 975.00 Mtg. Tax  
and \$ 7.00 Deed Tax and Fee Amt.  
\$ 982.00 Total \$  
MICHAEL F. BOLIN, Judge of Probate



200216/9730