



20041026000591680 Pg 1/3 42.65  
Shelby Cnty Judge of Probate, AL  
10/26/2004 15:22:00 FILED/CERTIFIED

This instrument was prepared by

First National Bank of Shelby County (name)

Columbiana, AL 35051 (address)

\_\_\_\_\_ State of Alabama \_\_\_\_\_ Space Above This Line For Recording Data \_\_\_\_\_

### MODIFICATION OF MORTGAGE

**DATE AND PARTIES.** The date of this Real Estate Modification (Modification) is 10-21-2004.

The parties and their addresses are:

**MORTGAGOR:** Lisa L. Roberson and Daryl R. Roberson, husband and wife  
P.O. Box 4  
Wilsonville, AL 35186

**LENDER:** First National Bank of Shelby County  
Organized and existing under the laws of the United States of America  
P.O. Box 977  
Columbiana, AL 35051  
[REDACTED]

**BACKGROUND.** Mortgagor and Lender entered into a Security Instrument dated 02-28-2002 and recorded on 03-01-2002. The Security Instrument was recorded in the records of Shelby County, Alabama at Inst. # 2002-10113.

The property is located in Shelby County at 1477 Hwy 61 North, Columbiana, AL 35051.

Described as:

Property being described on Exhibit "A" attached hereto and made part and parcel hereof and incorporated by reference as fully as if set out herein, which said Exhibit is signed for the purpose of identification.

**MODIFICATION.** For value received, Mortgagor and Lender agree to modify the original Security Instrument. Mortgagor and Lender agree that this Modification continues the effectiveness of the original Security Instrument. The Security Instrument was given to secure the original debts and obligations (whether identified as Secured Debts, Sums Secured, or otherwise) that now have been modified. Together with this Modification, the Security Instrument now secures the following debts and all extensions, renewals, refinancings, modifications and replacements. *(Include items such as borrower's name, note or contract amounts, interest rates (whether variable), maturity dates, etc.)*

Property being described on Exhibit "A" attached hereto and made part and parcel hereof and incorporated by reference as fully as if set out herein, which said Exhibit is signed for the purpose of identification.

**MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by the Security Instrument at any one time will not exceed \$41,057.58  which is a \$ 15,007.58  increase  decrease in the total principal amount secured. This limitation of amount does not include interest and other fees and charges validly made pursuant to the Security Instrument. Also, this limitation does not apply to advances made under the terms of the Security Instrument to protect Lender's security and to perform any of the covenants contained in the Security Instrument.

**WARRANTY OF TITLE.** Mortgagor warrants that Mortgagor is or will be lawfully seized of the estate conveyed by the Security Instrument and has the right to grant, bargain, convey, sell, and mortgage the property. Mortgagor also warrants that such same property is unencumbered, except for encumbrances of record.

**CONTINUATION OF TERMS.** Except as specifically amended in this Modification, all terms of the Security Instrument remain in effect.

**SIGNATURES:** By signing below, Mortgagor agrees to the terms and covenants contained in this Modification. Mortgagor also acknowledges receipt of a copy of the Modification.

*Lisa L. Roberson* 10/21/04 (Seal)  
(Signature) Lisa L. Roberson (Date)

*Daryl R. Roberson* (Seal)  
(Signature) Daryl R. Roberson (Date)

\_\_\_\_\_  
(Signature) (Date) (Seal)

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(Signature) (Date) (Seal)

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(Signature) (Date) (Seal)

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(Signature) (Date) (Seal)

\_\_\_\_\_  
(Witness as to all signatures)

\_\_\_\_\_  
(Witness as to all signatures)

**ACKNOWLEDGMENT:**

STATE OF Alabama, COUNTY OF Shelby } ss.

(Individual) I, a notary public, hereby certify that Lisa L. Roberson; Daryl R. Roberson, husband and wife

\_\_\_\_\_ whose name(s) is/are signed to the foregoing conveyance, and who is/are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily on the day the same bears date. Given under my hand this 21st day of October, 2004.

My commission expires: 12-19-07

(Seal)

*Tommy W. Lyon*  
(Notary Public)



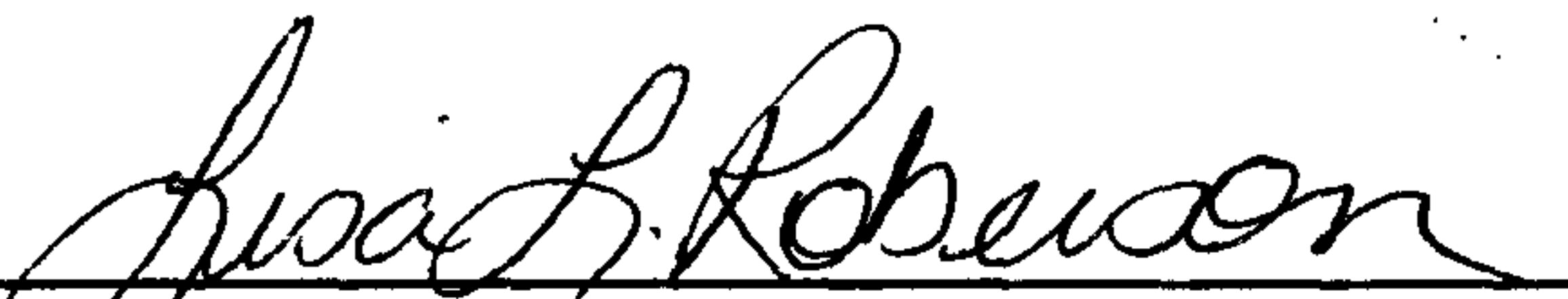
**EXHIBIT A**


A parcel of land located in the SW 1/4 of Section 5, Township 22 South, Range 1 East, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southwest corner of said Section 5 and run Easterly along the South line of said Section, 861.65 feet to the Northwestern right of way of County Highway No. 61; thence left 48 degrees 56 minutes 40 seconds to the Tangent of a curve to the left, having a central angle of 10 degrees 10 minutes 30 seconds and a radius of 1869.86 feet, and run Northeasterly along arc of said curve 332.07 feet; thence left 5 degrees 05 minutes 15 seconds and run Northeasterly along said right of way 734.74 feet; thence left 90 degrees 36 minutes 25 seconds and run Northwesterly leaving said right of way 269.00 feet to the POINT OF BEGINNING; thence left 90 degrees 00 minutes 00 seconds and run Southwesterly 150.00 feet; thence left 0 degrees 44 minutes 37 seconds and run Southwesterly 267.42 feet; thence right 90 degrees 11 minutes 14 seconds and run Northwesterly 189.88 feet; thence right 91 degrees 09 minutes 29 seconds and run Northeasterly 183.90 feet; thence left 90 degrees 36 minutes 07 seconds and run Northwesterly 210.07 feet; thence right 90 degrees 33 minutes 25 seconds and run Northeasterly 235.36 feet to the Southwesterly edge of Crawford Road; thence right 89 degrees 26 minutes 29 seconds and run Southeasterly along said road 392.26 feet to the point of beginning.

ALSO a 20' easement described as commencing at the Southwest corner of Section 5, Township 22 South, Range 1 East, Shelby County, Alabama, and run Easterly along the South line of said Section, 861.65 feet to the Northwestern right of way of County Highway No. 61; thence left 48 degrees 56 minutes 40 seconds to the Tangent of a curve to the left having a central angle of 10 degrees 10 minutes 30 seconds and a radius of 1869.86 feet and run Northeasterly along arc of said curve 332.07 feet; thence left 5 degrees 05 minutes 15 seconds and run Northeasterly along said right of way 584.58 feet to Northeast corner and POINT OF BEGINNING of a 20' easement; thence left 90 degrees 36 minutes 25 seconds and run Northwesterly leaving said right of way and running along the Northeasterly side of said 20 foot easement 267.41 feet to the Northwesterly corner and end of said 20 foot easement.

All being situated in Shelby County, Alabama.

  
\_\_\_\_\_  
Lisa L. Roberson

  
\_\_\_\_\_  
Daryl R. Roberson