



20050107000010770 Pg 1/2 32.00  
Shelby Cnty Judge of Probate, AL  
01/07/2005 14:27:00 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 12-29-2004.  
The parties and their addresses are:

**MORTGAGOR:** Gaines L. Jones and Tammy M. Jones, husband and wife  
305 Liberty Ridge Road  
Chelsea, AL 35043

**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  
63-0047200

**BACKGROUND.** Mortgagor and Lender entered into a Security Instrument dated 02-11-2004 and recorded on 02-17-2004. The Security Instrument was recorded in the records of Shelby County, Alabama at Instrument Number 20040217000082090.  
The property is located in Shelby County at 116 Liberty Ridge Road, Chelsea, AL 35043.

Described as:

Lot 39, according to the Survey of Countryside at Chelsea, as recorded in Map Book 9 Page 49 in the Office of the Judge of Probate of Shelby County, Alabama; being situated in Shelby County, Alabama.

**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.)*

Home Equity Line of Credit Agreement executed February 11, 2004. and modification thereof executed simultaneously herewith.

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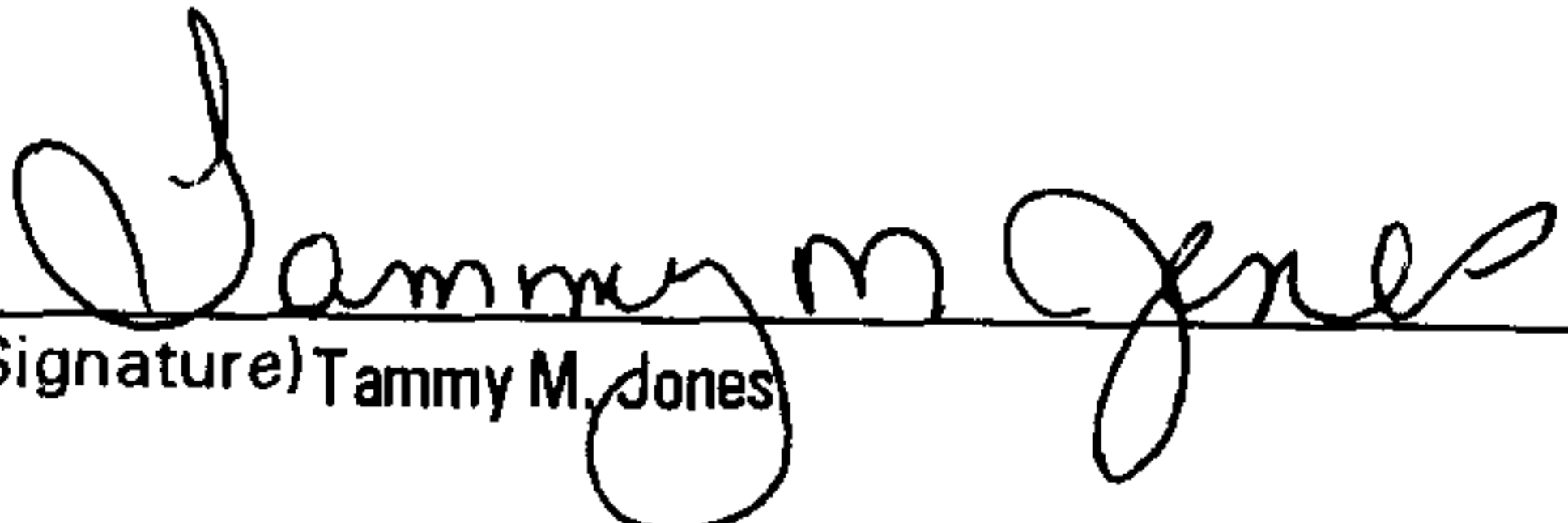
☒ **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by the Security Instrument at any one time will not exceed \$20,000.00 ☒ which is a \$ 10,000.00 ☐ increase ☒ decrease in the total principal amount secured. This limitation of amount does not include interest and other fees and charges 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.

 (Seal)  
(Signature) Gaines L. Jones (Date)

 (Seal)  
(Signature) Tammy M. Jones (Date)

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

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

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

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

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

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

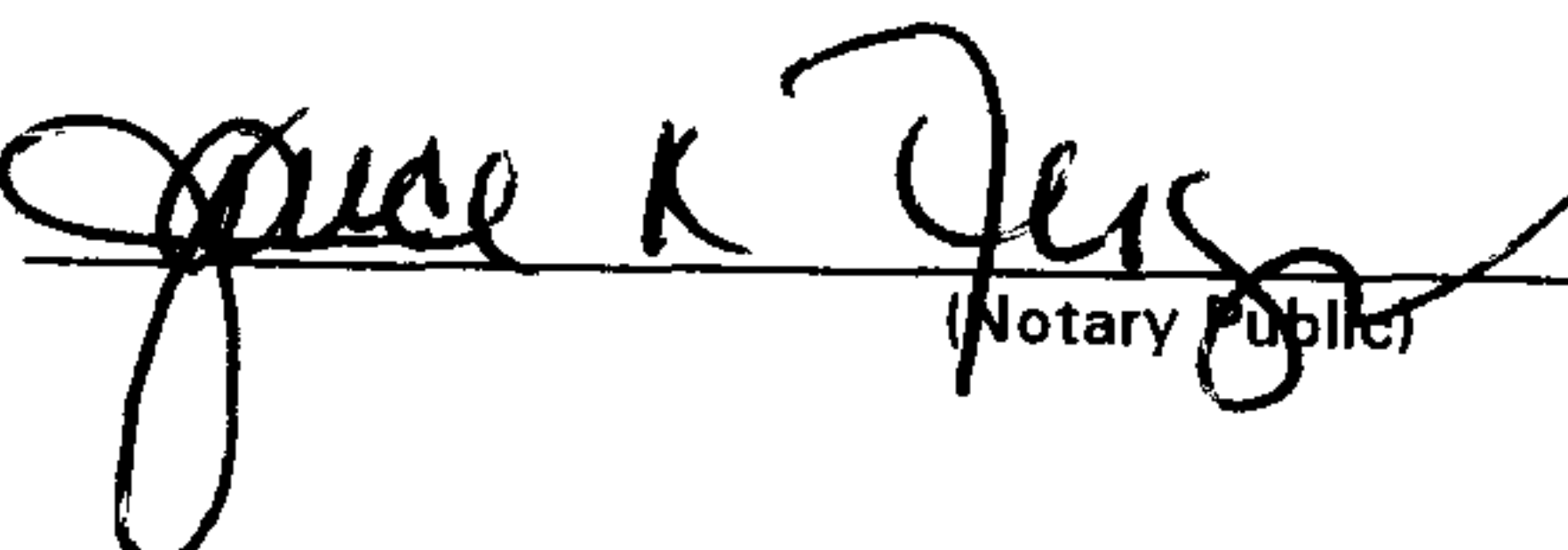
**ACKNOWLEDGMENT:**

STATE OF Alabama, COUNTY OF Shelby } ss.  
(Individual) I, a notary public, hereby certify that Gaines L. Jones; Tammy M. Jones, 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 \_\_\_\_\_ day of \_\_\_\_\_.

My commission expires:

(Seal)

  
(Notary Public)

MY COMMISSION EXPIRES NOV. 8, 2006