



20050829000444850 1/2 \$129.50
Shelby Cnty Judge of Probate, AL
08/29/2005 11:24:54AM FILED/CERT

This instrument was prepared by

FNBS (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 08-17-2005.
The parties and their addresses are:

MORTGAGOR: Terry J. Falkner and Gayle M. Falkner, husband and wife
2092 Brook Highland Ridge
Birmingham, AL 35242

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

BACKGROUND. Mortgagor and Lender entered into a Security Instrument dated 07-18-2005 and recorded on 07-21-2005. The Security Instrument was recorded in the records of Shelby County, Alabama at Instrument Number 20050721000365870.
The property is located in Shelby County at 2092 Brook Highland Ridge, Birmingham, AL 35242.


Described as:

Lot 2105, according to the Survey of Brook Highland, an Eddleman Community, 21st Sector, as recorded in Map Book 18, Page 52 A & B, in the Probate Office of 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 in the amount of \$100,000.00 executed on July 18, 2005.

This modification of mortgage is given to correct the error in the amount of the previous mortgage dated July 18, 2005 and recorded in Instrument Number 20050721000365870.


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☒ **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by the Security Instrument at any one time will not exceed \$100,000.00 ☒ which is a \$75,000.00 ☒ 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.




(Signature) Terry J. Falkner (Date) _____ (Seal)

(Signature) _____ (Date) _____ (Seal)

(Signature) _____ (Date) _____ (Seal)

(Witness as to all signatures)



(Signature) Gayle M. Falkner (Date) _____ (Seal)

(Signature) _____ (Date) _____ (Seal)

(Signature) _____ (Date) _____ (Seal)

(Witness as to all signatures)

ACKNOWLEDGMENT:

STATE OF Alabama, COUNTY OF _____ } ss.

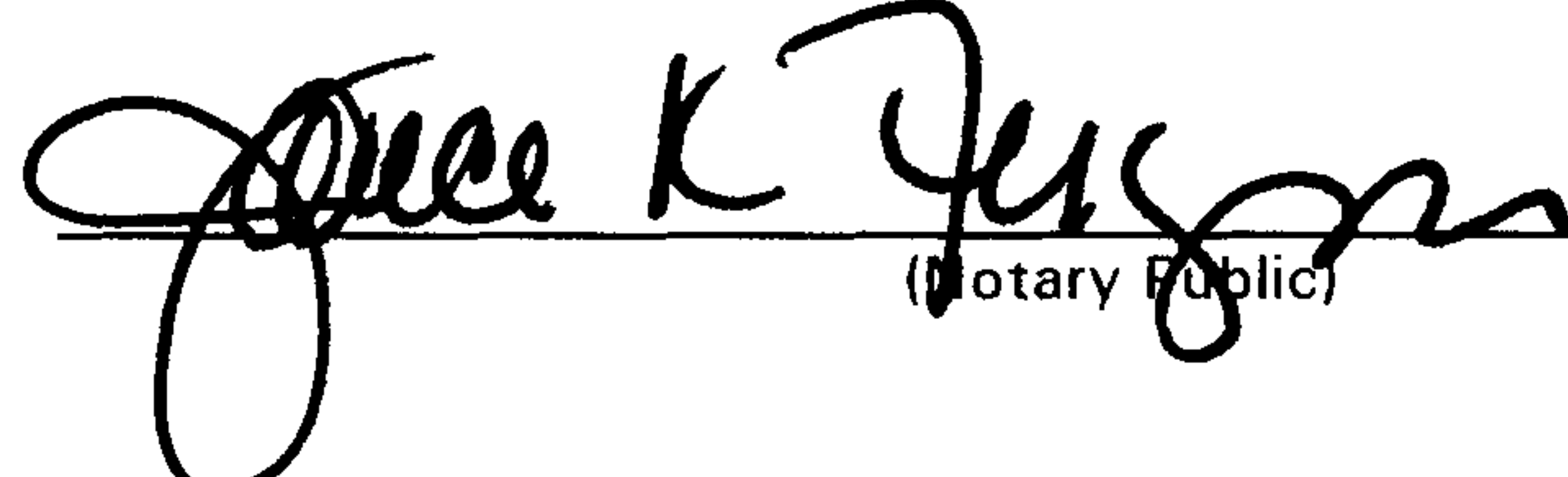
(Individual) I, a notary public, hereby certify that Terry J. Falkner; Gayle M. Falkner, husband and wife

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 25th day of August 2005.

My commission expires:

(Seal)

MY COMMISSION EXPIRES NOV. 8, 2005



(Notary Public)