

This Instrument Was Prepared By:

1696
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2100 SouthBridge Parkway, Ste. 650
Birmingham, AL 35209

**MODIFICATION OF REAL ESTATE MORTGAGE
AND SECURITY AGREEMENT**

THIS MODIFICATION OF REAL ESTATE MORTGAGE AND SECURITY AGREEMENT is made and entered into this 20th day of September, 1988, by and between **Theresa Dianne Thompson**, a/k/a Theresa Diane Ellard, an unmarried woman (hereinafter referred to as "Mortgagor") whose address is Post Office Box 356, Saginaw, Alabama, 35137, and **First Commercial Bank** (hereinafter referred to as "Mortgagee"), whose address is Post Office Box 11746, Birmingham, Alabama, 35209-1746.

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Recitals

WHEREAS, on June 8, 1987, James Robert Ellard and Theresa Dianne Thompson, a/k/a Theresa Diane Ellard executed a first Real Estate Mortgage and Security Agreement ("Mortgage") to Mortgagee on the real property described in **Exhibit "A"** attached hereto and made a part hereof, in an amount of \$72,000.00, the said Mortgage being recorded in Book 136, Page 186, as corrected by Corrective Mortgage recorded in Book 155, Page 906, of the Shelby County Probate Office; and

WHEREAS, on September 8, 1987, Mortgagee executed a Partial Release, releasing a portion of the property described in Exhibit "A" attached hereto from the lien of the Mortgage, which Partial Release is recorded in Book 150, Page 985, of the Shelby County Probate Office; and

WHEREAS, Mortgagor has executed contemporaneously herewith, an amendment to the Note evidencing the loan secured by the Mortgage and the parties hereto, by this modification, desire to modify the Mortgage for the purpose of releasing James Robert Ellard from any and all liability of said Mortgage.

NOW, THEREFORE, in consideration of the premises contained herein, the parties hereby modify

First Com. Bank

the Mortgage recorded in Book 136, Page 186, as corrected in Book 155, Page 906, of the Shelby County Probate Office, as follows:

1. The Mortgage and this Modification secures the indebtedness evidenced by the Note dated June 8, 1987, as amended on September 20, 1988.

2. Any and all references to James Robert Ellard are hereby deleted, and Theresa Dianne Thompson, a/k/a Theresa Diane Ellard, shall remain the sole Mortgagor.

3. Except as hereby modified, the parties agree that the said mortgage shall remain as written and, as so modified, is hereby in all respects ratified and confirmed.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this the 20th day of September, 1988.

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Theresa Dianne Thompson, a/k/a
Theresa Diane Ellard

FIRST COMMERCIAL BANK

By 
Its First Vice President

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STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Theresa Dianne Thompson, a/k/a Theresa Diane Ellard, an unmarried woman, whose name is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that being informed of the contents of the conveyance, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 20th day of September, 1988.

Betty J. Wilson
Notary Public

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Arny Cashio, whose name as Asst. Vice President of First Commercial Bank is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said banking association.

Given under my hand and official seal this 20th day of September, 1988.

Betty J. Wilson
Notary Public

EXHIBIT "A"

State of Alabama
Shelby County.

A parcel of land in Sections 16, 17, 20 and 21, Township 21 South, Range 2 West, Shelby County, Alabama; described as follows:
Commence at the Southwest corner of the S.E. 1/4 of the S.E. 1/4 of said Section 17,
Thence run North along the West 1/4 - 1/4 line 70.70 feet,
Thence turn right 94 deg. 29 min. 17 sec. and run East 641.79 feet to the centerline of an unpaved road and the point of beginning:
Thence turn left 82 deg. 17 min. 56 sec. and run Northeast along said road 331.96 feet,
Thence turn right 81 deg. 56 min. 34 sec. and run East 2054.12 feet,
Thence turn right 85 deg. 58 min. 01 sec. and run South 70.54 feet,
Thence turn right 36 deg. 05 min. 21 sec. and run Southwest 223.33 feet
Thence turn left 34 deg. 10 min. 03 sec. and run South 136.70 feet to the Northeast corner of the N.W. 1/4 of the N.W. 1/4 of Section 21,
Thence turn left 02 deg. 49 min. 36 sec. and run South 474.99 feet,
Thence turn right 94 deg. 56 min. 18 sec. and run West 2097.90 feet to the centerline of said unpaved road,
Thence turn right 93 deg. 14 min. 33 sec. and run North along said centerline 137.51 feet,
Thence turn right 04 deg. 48 min. 53 sec. and run Northeast along said centerline 407.53 feet to the point of beginning.
Containing 40.67 acres, less and except the westerly 30 feet of said property which is reserved as a non-exclusive easement for ingress, egress and utilities. Net 40.00 acres.

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STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

88 SEP 26 AM 10:36

Thomas A. Snowden, Jr.
JUDGE OF PROBATE

1. Deed Tax	\$	
2. Mtg. Tax		<i>Modification</i>
3. Recording Fee		<i>10.00</i>
4. Indexing Fee		<i>1.00</i>
TOTAL		<i>11.00</i>