

167.50  
\$ 106,000

## MORTGAGE MODIFICATION AGREEMENT

Loan Account Number: 12904

THIS MORTGAGE MODIFICATION AGREEMENT is made this 30th day of NOVEMBER, 2001, by and between RICHARD EARL OUSLEY AND WIFE, JOYCE DIANE OUSLEY, (hereinafter the "Mortgagor(s)") and Covenant Bank (hereinafter the "Lender").

### WITNESSETH:

WHEREAS, on 09/05/2001, Mortgagor(s) executed and delivered to Lender a Real Estate Mortgage (hereinafter the "Mortgage") in the amount of \$ 67,000.00, and filed for record, recorded in Instrument in the Probate Office of SHELBY County; and  
**2001-52260**

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 \$ 173,000.00.

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: Richard E. Ousley

BY: Joyce H. Ousley

COVENANT BANK

BY: Hayes Parnell

ITS: President

01/25/2002-04538  
03:15 PM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE  
002 MEL 173.00

Inst # 2002-04538

**STATE OF ALABAMA**  
**COUNTY OF Jefferson**

I, the undersigned, a Notary Public in and for said County and said State, hereby certify that RICHARD E AND JOYCE OUSLEY, 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 30<sup>TH</sup> day of NOVEMBER, 2001.

Notary Public *Shannon W Brasher*  
My commission expires: 4/18/04

**STATE OF ALABAMA**  
**COUNTY OF Jefferson**

I, Shannon W Brasher, a Notary Public in and for said county and in said state, hereby certify that Hayes Farnell III, whose name as President 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 30th day of NOVEMBER, 2001.

Notary Public *Shannon W Brasher*  
My commission expires: 4/18/04

Inst # 2002-04538

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