


**RECORDATION REQUESTED BY:**

Peoples Southern Bank  
Branch South  
2040 7th Street South  
Post Office Box 269  
Clanton, AL 35046

  
20020917000448120 Pg 1/2 43.10  
Shelby Cnty Judge of Probate, AL  
09/17/2002 14:21:00 FILED/CERTIFIED

**WHEN RECORDED MAIL TO:**

Peoples Southern Bank  
Branch South  
2040 7th Street South  
Post Office Box 269  
Clanton, AL 35046

**SEND TAX NOTICES TO:**

Peoples Southern Bank  
Branch South  
2040 7th Street South  
Post Office Box 269  
Clanton, AL 35046

**SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY**

**MODIFICATION OF MORTGAGE**

**THIS MODIFICATION OF MORTGAGE** dated September 12, 2002, is made and executed between Chad Jones, whose address is 478 County Rd 498, Clanton, AL 35046 (referred to below as "Grantor") and Peoples Southern Bank, whose address is 2040 7th Street South, Post Office Box 269, Clanton, AL 35046 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated March 21, 2002 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded in the Office of the Judge of Probate Shelby County, Alabama Inst # 2002-14105, dated March 26, 2002.

**REAL PROPERTY DESCRIPTION.** The Mortgage covers the following described real property located in Shelby County, State of Alabama:

Lot 235, according to the survey of Yellowleaf Ridge Estates, Second Sector, as recorded in Map Book 21, Page 93 A, B & C, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama

The Real Property or its address is commonly known as 140 Pin Oak Dr, Chelsea, AL.

**MODIFICATION.** Lender and Grantor hereby modify the Mortgage as follows:


The parties agree that this mortgage evidences an additional indebtedness of the mortgagors to the mortgagee of \$19,302.50 and that the same is given as an extension and modification of that certain indebtedness evidenced and secured by a mortgage from the mortgagors herein to the mortgagee, Peoples Southern Bank, herein as the same is dated March 21, 2002 and recorded in the Office of the Judge of Probate Shelby County, Alabama in Inst # 2002-14105. The parties agree that the amount of the extended and modified indebtedness presently due is \$203,302.50 and that all the terms of the mortgage referred to above not in derogation hereof shall remain in full force and effect.

**CONTINUING VALIDITY.** Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorser to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED SEPTEMBER 12, 2002.**

**THIS MODIFICATION IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MODIFICATION IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.**

**GRANTOR:**

x  (Seal)  
Chad Jones, Individually

**LENDER:**

x  (Seal)  
Authorized Signer

This Modification of Mortgage prepared by:

Name: Peoples Southern Bank  
Address: 2040 7th Street South  
City, State, ZIP: Clanton, AL 35046

MODIFICATION OF MORTGAGE  
(Continued)

Loan No: 02678519

Page 2

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama )  
 ) SS  
COUNTY OF Chilton )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **Chad Jones**, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Modification, he or she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 12<sup>th</sup> day of September, 2002.

Esther L. Jones  
Notary Public

My commission expires 11-06-02

LENDER ACKNOWLEDGMENT

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STATE OF Alabama )  
 ) SS  
COUNTY OF Chilton )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **Britt Culpepper whose name as Branch Manager of Peoples Southern Bank** corporation, is signed to the foregoing and who is known to me, acknowledged before me on this day that, being informed of the contents of said , he or she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 12<sup>th</sup> day of September, 2002.

Esther L. Jones  
Notary Public

My commission expires 11-06-02