



20020926000464190 Pg 1/3 18.00
Shelby Cnty Judge of Probate, AL
09/26/2002 11:40:00 FILED/CERTIFIED

This instrument was prepared by

First National Bank of Shelby County (name)

P. O. Box 977 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 09-19-2002.

The parties and their addresses are:

MORTGAGOR: Jonathan W. Davis and Kelly Ellis Davis, husband and wife
115 Ellis Farm Road
Columbiana, AL 35051

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
[REDACTED]

BACKGROUND. Mortgagor and Lender entered into a Security Instrument dated 02-08-2002 and recorded on 02-12-2002. The Security Instrument was recorded in the records of Shelby County, Alabama at Instrument Number 2002-07374. The property is located in Shelby County at 115 Ellis Farm Road, Columbiana, AL 35051.

Described as:

Property being described on Exhibit "A" attached hereto and made part and parcel hereof and incorporated by reference as fully as if set out herein, which said Exhibit is signed for the purpose of identification.

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.)*

☒ **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by the Security Instrument at any one time will not exceed \$120,000.00 ☒ which is a \$223,985.00 ☐ 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) Jonathan W. Davis (Date)

 (Seal)
(Signature) Kelly Ellis Davis (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 Jonathan W. Davis; Kelly Ellis Davis, 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 9th day of September, 2002.
My commission expires: 10/16/04
(Seal)

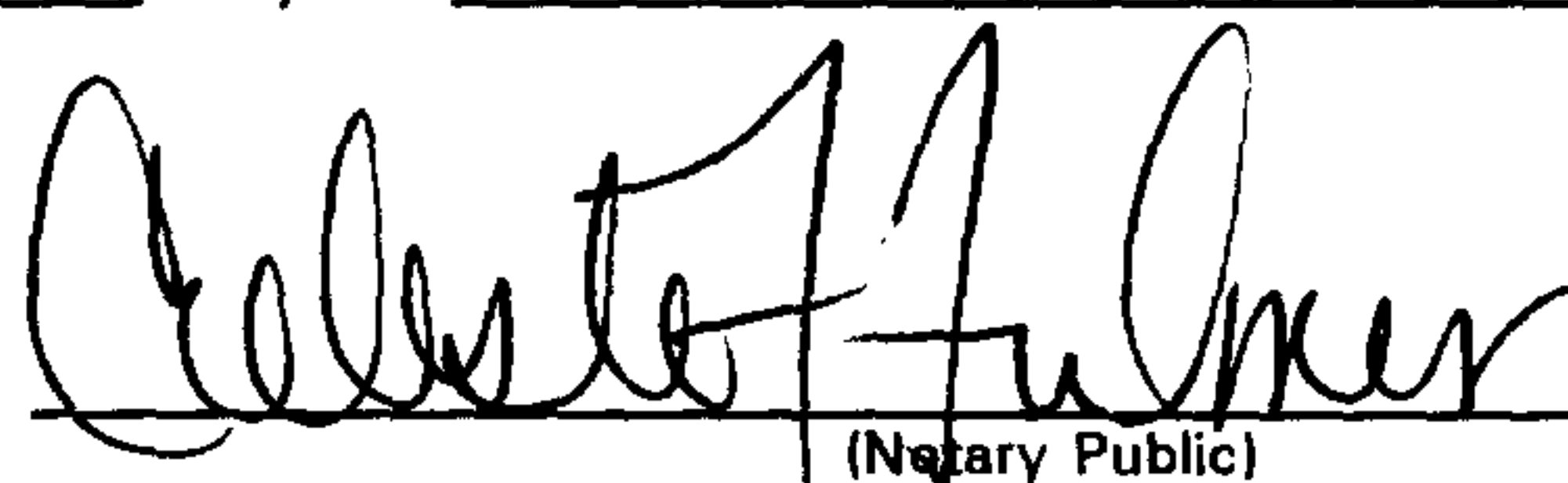

(Notary Public)

EXHIBIT A


Commencing at the Southeast Corner of the SW 1/4 of the NE 1/4 of Section 25, Township 21 South, Range 1 West; thence North 10 deg. 30 min. 29 sec. West, (Alabama State Plane West Zone Grid Bearings) a distance of 861.67 feet to the point of beginning; thence North 10 deg. 51 min. 07 sec. East, a distance of 207.01 feet; thence South 69 deg. 04 min. 40 sec. East, a distance of 260.00 feet; thence South 7 deg. 52 min. 02 sec. East, a distance of 172.14 feet; thence North 59 deg. 49 min. 30 sec. West, a distance of 130.0 feet; thence North 79 deg. 05 min. 51 sec. West, a distance of 96.34 feet, thence South 76 deg. 33 min. 49 sec. West, a distance of 101.18 feet to the point of beginning.


ALSO A NON-EXCLUSIVE EASEMENT thirty (30) feet in width for ingress, egress and installation of utilities the centerline of which is described as follows:

Commencing at the Southeast Corner of the SW 1/4 of the NE 1/4 of Section 25, Township 21 South, Range 1 West; thence North 10 deg. 30 min. 29 sec. West, (Alabama State Plane West Zone Grid Bearings) a distance of 861.67 feet to the point of beginning of the centerline of a 30 foot Easement for ingress, egress and utilities ; thence South 69 deg. 51 min. 34 sec. West, a distance of 47.40 feet; thence North 59 deg. 00 min. 18 sec. West, a distance of 32.12 feet; thence North 65 deg. 49 min. 32 sec. West, a distance of 28.22 feet; thence North 69 deg. 36 min. 12 sec. West, a distance of 64.41 feet; thence North 71 deg. 15 min. 29 sec. West, a distance of 89.72 feet; thence North 65 deg. 22 min. 23 sec. West, a distance of 42.52 feet; thence North 52 deg. 56 min. 44 sec. West, a distance of 29.73 feet; thence North 34 deg. 29 min. 44 sec. West, a distance of 40.23 feet; thence North 11 deg. 10 min. 54 sec. West, a distance of 36.97 feet; thence North 1 degree 26 min. 22 sec. East, a distance of 45.03 feet; thence North 8 deg. 21 min. 10 sec. East. a distance of 64.12 feet; thence North 12 deg. 03 min. 36 sec. East, a distance of 72.87 feet; thence North 14 deg. 42 min. 51 sec. East, a distance of 310 feet more or less to the Southerly Right Of Way Line of Shelby County Road No. 28 and the point of ending.

All being situated in Shelby County, Alabama.

SIGNED FOR IDENTIFICATION:


Jonathan W. Davis


Kelly Ellis Davis