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Shelby Cnty Judge of Probate, AL
09/27/2002 14:37:00 FILED/CERTIFIED

This instrument was prepared by

First National Bank of Shelby County (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 09-27-2002.

The parties and their addresses are:

MORTGAGOR: B. J. Humphries and Diane B. Humphries, husband and wife
2920 Riverwood Lane
Birmingham, AL 35243

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 05-26-1998 and recorded on 05-29-1998. The Security Instrument was recorded in the records of Shelby County, Alabama at Instrument Number 1998-19763. The property is located in Shelby County at 107A Owens Pkwy & 2724 Chandalar Pk. Dr., Pelham, AL 35124.

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. 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.)

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.

☒ **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by the Security Instrument at any one time will not exceed \$497,250.00 ☒ which is a \$32,250.00 ☐ 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) B. J. Humphries (Seal) (Date) _____	(Signature) Diane B. Humphries (Seal) (Date) _____
(Signature) _____ (Seal) (Date) _____	(Signature) _____ (Seal) (Date) _____
(Signature) _____ (Seal) (Date) _____	(Signature) _____ (Seal) (Date) _____
(Witness as to all signatures)	(Witness as to all signatures)

ACKNOWLEDGMENT: _____, COUNTY OF Shelby, } ss. _____
STATE OF Alabama
(Individual) I, a notary public, hereby certify that B. J. Humphries, Diane B. Humphries, 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 _____ day of _____ September, 2002.

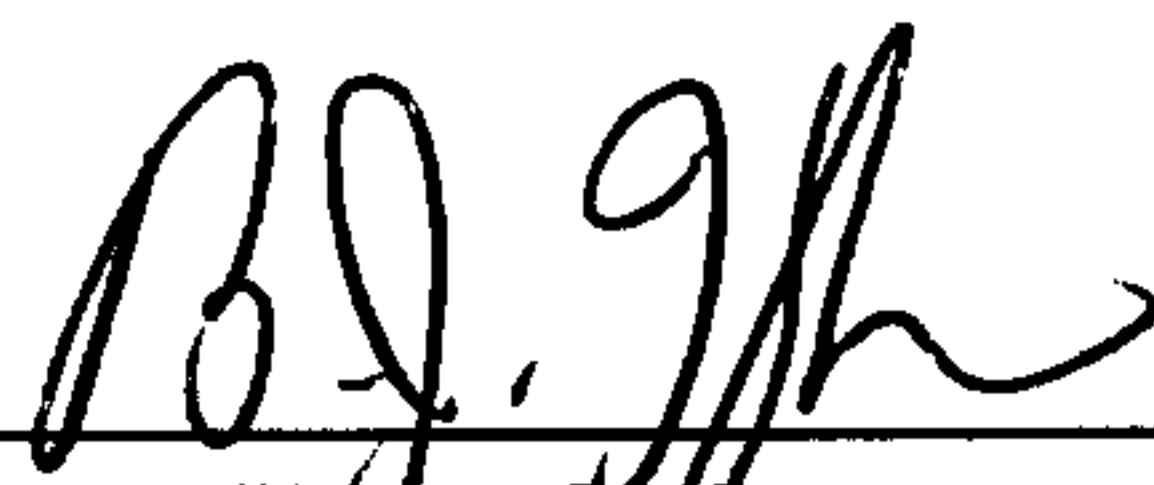
My commission expires: _____
(Seal) 9-13-2006

EXHIBIT A

Parcel I - That part of Lot 6, Owens Industrial Park, as recorded in Plat Book 8 page 181 in the Office of the Judge of Probate of Shelby County, Alabama, and more particularly described as follows: Commence at the SE corner of said Lot 6; thence in a Northerly direction along the East line thereof, a distance of 15.0 feet; thence 90 deg. left in a Westerly direction and parallel to the South line of said Lot 6, a distance of 15.0 feet to the point of beginning; thence continue on last described course a distance of 40.81 feet; thence 90 deg. right in a Northerly direction a distance of 89.35 feet; thence 90 deg. right in an Easterly direction a distance of 6.0 feet; thence 90 deg. left in a Northerly direction, a distance of 10.65 feet; thence 90 deg. right in an Easterly direction a distance of 34.81 feet; thence 90 deg. right in a Southerly direction a distance of 100.0 feet to the point of beginning; being situated in Shelby County, Alabama.

Parcel II - Part of the NW 1/4 of the NE 1/4 of Section 12, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows: From the SW corner of said NW 1/4 of the NE 1/4 run in an Easterly direction along the South line of said 1/4-1/4 Section line a distance of 272.76 feet to an existing iron pin; being the point of beginning; thence continue along the last mentioned course a distance of 160.0 feet to an existing iron pin; thence turn an angle to the left of 85 deg. 46 min. 30.5 sec. and run in a Northerly direction for a distance of 167.46 feet to an existing iron pin; thence turn an angle to the left of 90 deg. 00 min. and run in a Westerly direction for a distance of 160.0 feet to existing iron pin; thence turn an angle to the left of 90 deg. 08 min. 20.5 sec. and run in a Southerly direction for a distance of 179.25 feet, more or less, to the point of beginning; being situated in Shelby County, Alabama

SIGNED FOR IDENTIFICATION:


B. J. Humphries


Diane B. Humphries