



20021007000488280 Pg 1/2 206.00  
Shelby Cnty Judge of Probate, AL  
10/07/2002 14:10:00 FILED/CERTIFIED

This instrument was prepared by

First National Bank of Shelby County (name)

Columbiana, AL (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 10-03-2002.  
The parties and their addresses are:

**MORTGAGOR:** L. Douglas Joseph and Kathy L. Joseph, husband and wife  
5924 Chelsea 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 09-30-2002 and recorded on 10-01-2002. The Security Instrument was recorded in the records of Shelby County, Alabama at Instrument Number 20021001000473860. The property is located in Shelby County at Off Co. Hwy # 47, Columbiana, AL 35051.

**Described as:**

N 1/2 of NW 1/4 of NW 1/4, Section 26, Township 20 South, Range 3 West, lying East of the right of way of County Paved Road No. 47; being situated in Shelby County Alabama.

SAID MORTGAGE IS ALSO AMENDED TO ADD THE FOLLOWING DESCRIBED PROPERTY AS ADDITIONAL COLLATERAL. SAID PROPERTY BEING LOCATED OFF HWY. 69, COLUMBIANA, AL 35051

Also, begin at the Northeast corner of the NE 1/4 of the NE 1/4 of Section 27, Township 20 South, Range 1 West and run thence South 00 deg. 48 min. 24 sec. West a distance of 709.23 feet to the North line of Shelby County Highway 69; thence run in a Northwesterly direction along the Northerly line of said Highway 1446.11 feet to the West line of the NE 1/4 of the NE 1/4 of said Section 27, Township 20 South, Range 1 West; thence North 01 deg. 47 min. 56 sec. East 102.39 feet to a point; thence North 00 deg. 55 min. 26 sec. East a distance of 634.59 feet to the North line of the 100 foot Alabama Power Company Transmission Line easement; thence run in an Easterly direction along the northerly right of way line of the 100 foot Alabama Power Company to the Eastline of the SE 1/4 of SE 1/4 of said Section 22; thence South along said East line of said 1/4 - 1/4 section to the point of beginning; being situated in the NE 1/4 of the NE 1/4 of said Section 27 and the SE 1/4 of the SE 1/4 of said Section 22; being situated in Shelby County, Alabama.

**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.)*

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☒ **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by the Security Instrument at any one time will not exceed \$500,000.00 ☒ which is a \$126,000.00 ☒ 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.

L Douglas Joseph (Seal)  
(Signature) L. Douglas Joseph (Date)

Kathy S. Joseph (Seal)  
(Signature) Kathy S. Joseph (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 L. Douglas Joseph; Kathy L. Joseph, 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 3rd day of November, 2002.

My commission expires: 9/12/07

(Seal)

[Signature]  
(Notary Public)