



20021226000643800 Pg 1/3 69.35  
Shelby Cnty Judge of Probate, AL  
12/26/2002 13:51:00 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 12-23-2002.

The parties and their addresses are:

**MORTGAGOR:** Hall Animal Hospital, Inc., a corporation  
P. O. Box 145  
Westover, AL 35185

**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 05-03-2001 and recorded on 05-08-2001. The Security Instrument was recorded in the records of Shelby County, Alabama at Instrument Number 2001-18321. The property is located in Shelby County at 9689 Hwy 55, Westover, AL 35185

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 \$207,700.00  which is a \$32,814.22  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.

Hall Animal Hospital, Inc.

*A. Lynn Hall* (Seal)  
 (Signature) A. Lynn Hall, President (Date)

\_\_\_\_\_  
 (Signature) (Date) (Seal)

\_\_\_\_\_  
 (Signature) (Date) (Seal)

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 (Signature) (Date) (Seal)

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 (Signature) (Date) (Seal)

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 (Signature) (Date) (Seal)

\_\_\_\_\_  
 (Witness as to all signatures)

\_\_\_\_\_  
 (Witness as to all signatures)

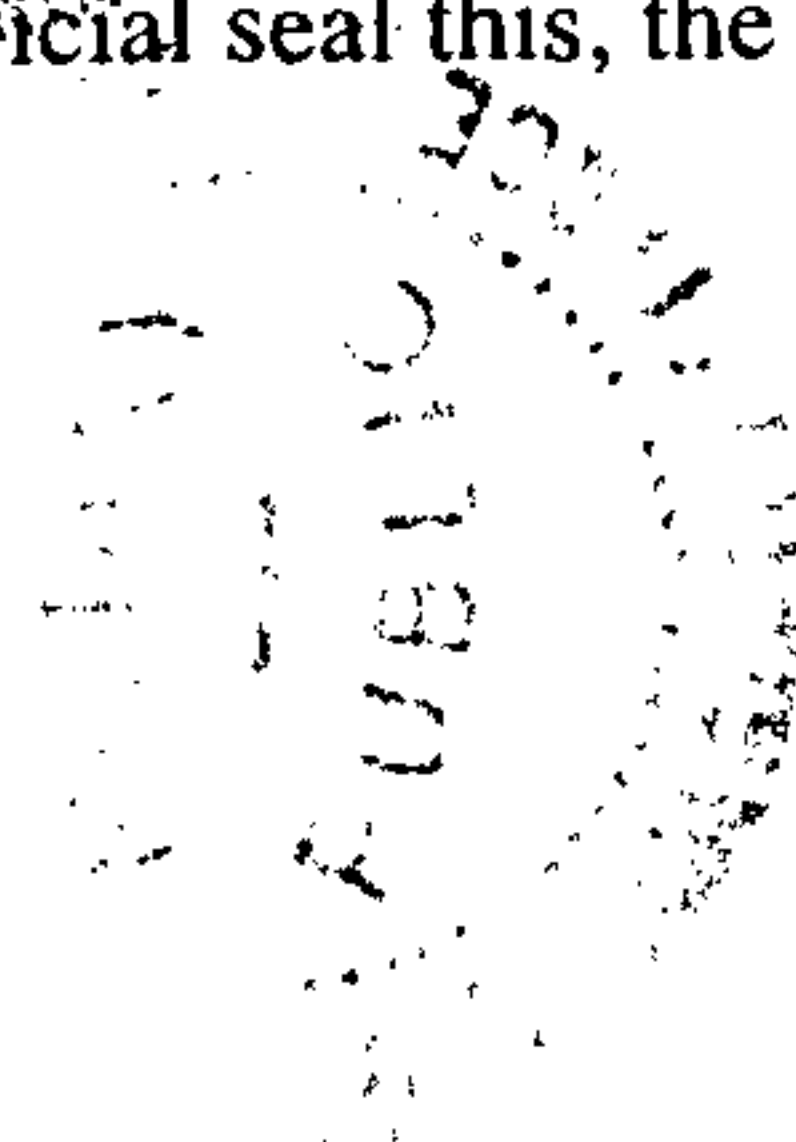
**ACKNOWLEDGMENT:**

STATE OF ALABAMA

COUNTY OF SHELBY

I, the undersigned authority, a Notary Public in and for said County in said State do hereby certify that **A.Lynn Hall, as President of Hall Animal Hospital, Inc.**, whose name is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance he, in his capacity of President, executed the same voluntarily on the day the same bears date. Given under my hand and official seal this, the 23rd day of December, 2002.

*Muller R. Justice*  
 Notary Public



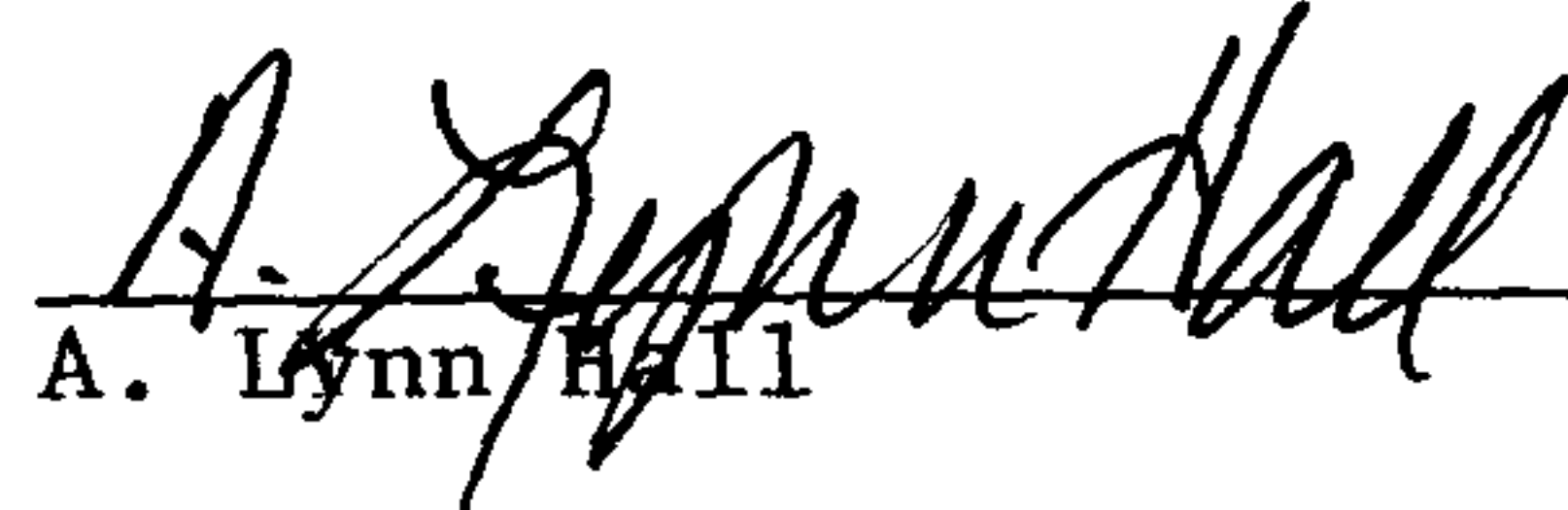
My Commission Expires: 9/12/03

Exhibit "A"

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Commence at the SE corner of the SE 1/4 of NE 1/4, Section 28, Township 19 South, Range 1 East; thence run Northerly along the East boundary line of said Section 28, for a distance of 891.75 feet to a point; thence turn an angle of 89 degrees 34 minutes 48 seconds to the left and run Westerly a distance of 179.5 feet to a point which is designated as the beginning in that certain deed from C. L. Moore to Florence Moore dated January 30, 1950, and recorded in Deed Book 140, Page 170 at the Shelby County Probate Judge's Office; thence continue along the same line of direction for a distance of 50.85 feet to a point on the Western 75 foot right of way line of County Highway 55 for the point of beginning of the parcel of land herein described; thence continue along the same line of direction for a distance of 184.15 feet to a point; thence turn an angle of 20 degrees 40 minutes 18 seconds to the right and run Northwesterly a distance of 198.28 feet to a point; thence turn an angle of 68 degrees 54 minutes 30 seconds to the right and run Northerly a distance of 118.0 feet to a point; thence turn an angle of 111 degrees 05 minutes 30 seconds to the right and run Southeasterly a distance of 226.55 feet to a point; thence turn an angle of 20 degrees 40 minutes 18 seconds to the left and run Easterly a distance of 201.68 feet to a point on the Western 40 foot right of way line of County Highway 55; thence turn an angle of 93 degrees 19 minutes 35 seconds to the right and run Southwesterly along said right of way line for a distance of 63.46 feet to a point; thence turn an angle of 2 degrees 08 minutes 00 seconds to the right and run Southwesterly along said right of way line a distance of 16.45 feet to a point; thence turn an angle of 90 degrees to the right and run Northwesterly along said right of way line for a distance of 35.0 feet to a point on the Western 75 foot right of way line; thence turn an angle of 90 degrees to the left and run Southwesterly along said right of way line for a distance of 31.76 feet to the point of beginning. Said parcel of land is lying in the SE 1/4 of NE 1/4, Section 28, Township 19 South, Range 1 East, Shelby County, Alabama.

Hall Animal Hospital, Inc.

  
A. Lynn Hall