



20030115000031010 Pg 1/2 26.45  
Shelby Cnty Judge of Probate, AL  
01/15/2003 16:05:00 FILED/CERTIFIED

This instrument was prepared by

First National Bank of Shelby County (name)

Columbiana, Alabama (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:** Bobby Massengale, unmarried and Wilson James Hawkins, married  
1531 19th Street South  
Birmingham, AL 35205

**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 06-06-2002 and recorded on 06-11-2002. The Security Instrument was recorded in the records of Shelby County, Alabama at Instrument #20020611000273680.  
The property is located in Shelby County at 194 Wooten Road, Alabaster, AL 35007.

Described as:

Lot 30, Block 5, according to the survey of Green Valley, Second Sector, as recorded in Map Book 6, Page 21, in the Probate Office of Shelby County, Alabama

The above described property does not constitute any portion of the homestead of Wilson James Hawkins, nor that of this spouse.

**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.)*

In addition to the original obligations, a Note executed simultaneously with this modification in the approximate amount of \$8,300.00.


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☒ **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by the Security Instrument at any one time will not exceed \$26,800.00 ☒ which is a \$8,300.00 ☒ 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) Bobby Massengale, unmarried (Date)

 (Seal)  
(Signature) Wilson James Hawkins (Date)

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

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

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

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

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

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

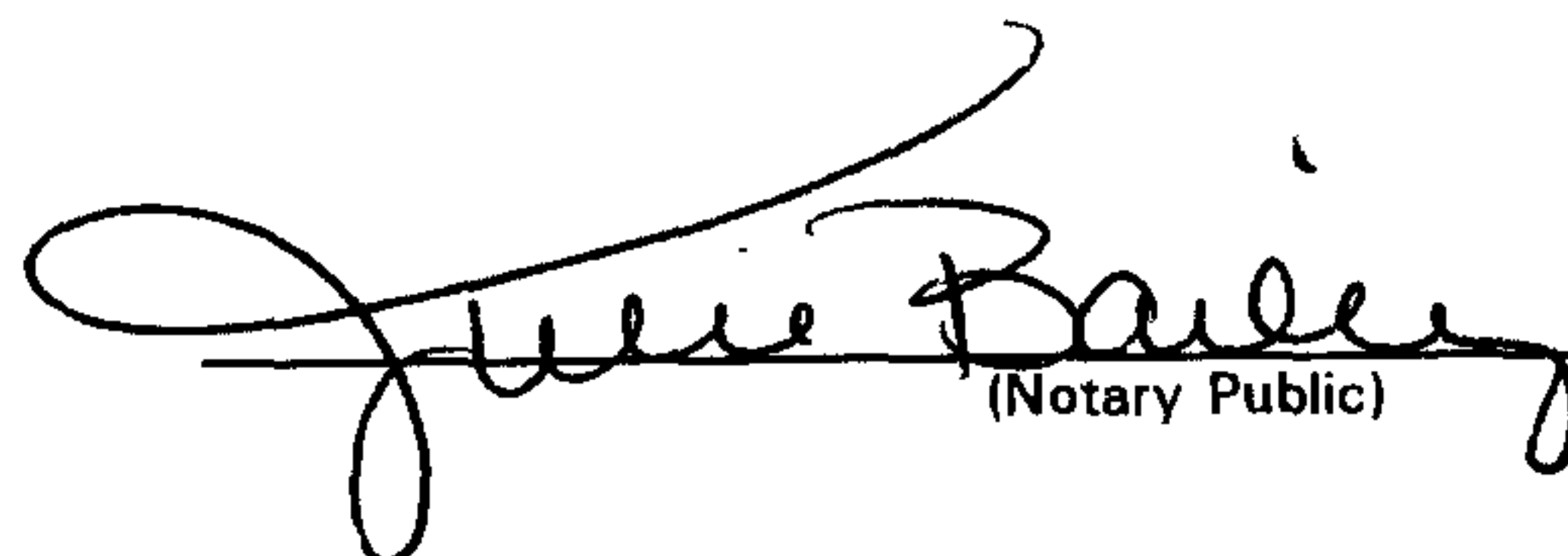
**ACKNOWLEDGMENT:**

STATE OF Alabama, COUNTY OF Shelby } ss.

(Individual) I, a notary public, hereby certify that Bobby Massengale, unmarried; Wilson James Hawkins, married 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 19th day of September, 2002.

My commission expires: 11-22-03

(Seal)

 (Notary Public)