



20030121000040210 Pg 1/3 59.00  
Shelby Cnty Judge of Probate, AL  
01/21/2003 14:58:00 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 01-15-2003.

The parties and their addresses are:

**MORTGAGOR:** Aaron Anthony Mitchem and Candi Mitchem, husband and wife  
P. O. Box 202  
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  


**BACKGROUND.** Mortgagor and Lender entered into a Security Instrument dated 08-02-1996 and recorded on 08-02-1996. The Security Instrument was recorded in the records of Shelby County, Alabama at Instrument Number 1996-25105. The property is located in Shelby County at 9245 Hwy 51, 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.

Anthony Mitchem is one and the same as Aaron Anthony Mitchem.

Candi Mitchem is one and the same as Candi J. Mitchem and Candi Jamelle Mitchem.

**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 \$56,000.00 ☒ which is a \$26,000.00 ☒ 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.

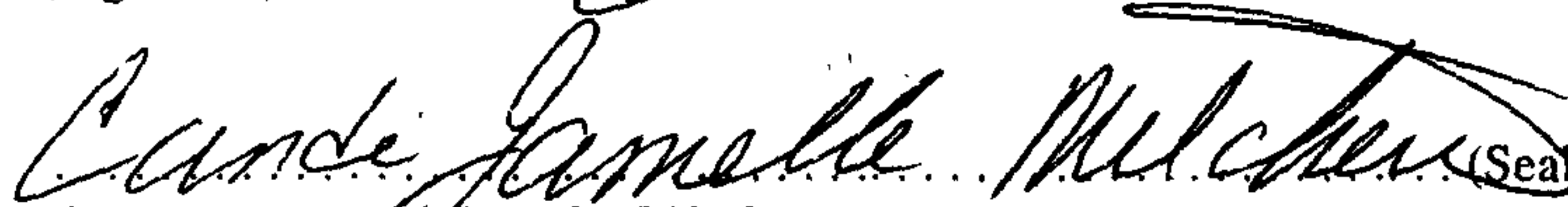
**WARRANTY OF TITLE.** Mortgagor warrants that Mortgagor is or will be lawfully seized of the estate conveyed by the Security Instrument and has the right to grant, bargain, convey, sell, and mortgage the property. Mortgagor also warrants that such same property is unencumbered, except for encumbrances 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.

 (Seal)  
(Signature) Aaron Anthony Mitchem

 (Seal)  
(Signature) Candi Mitchem

 (Seal)  
(Signature) Candi Jamelle Mitchem  
as Attorney in Fact for  
Aaron Anthony Mitchem

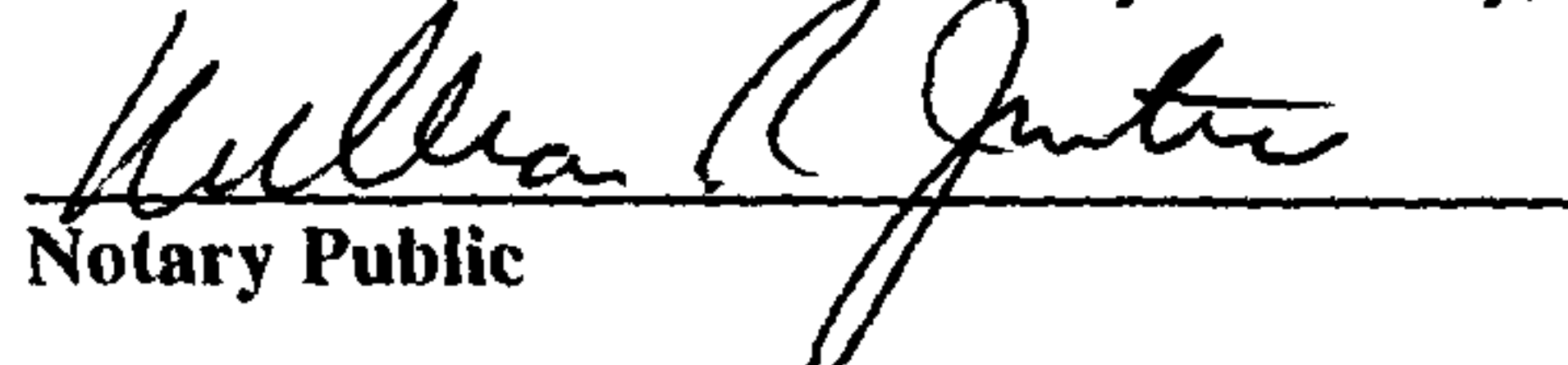
..... (Seal)  
(Signature)

**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 **Candi J. Mitchem, wife of Aaron Anthony Mitchem**, 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 executed the same voluntarily on the day the same bears date. Given under my hand and official seal this, the 15th day of January, 2003.

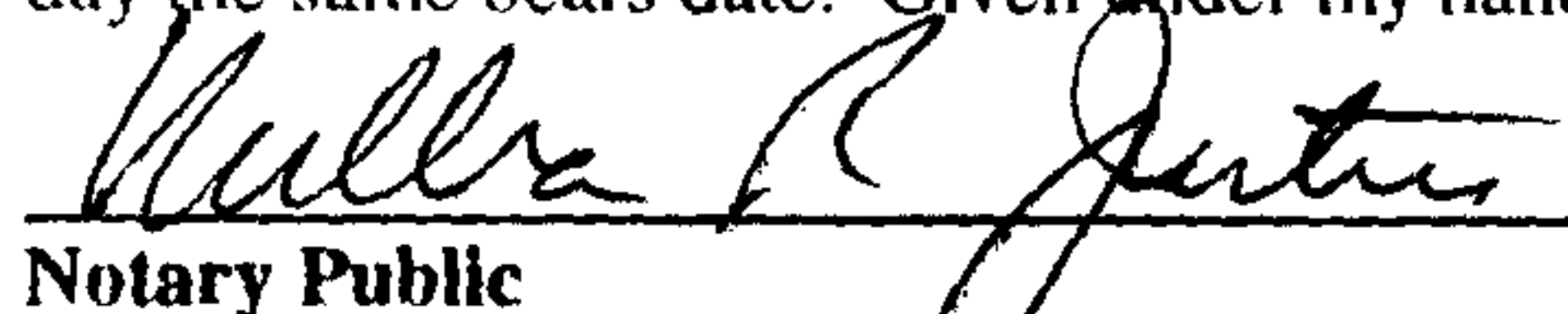
  
Notary Public

My Commission Expires: 9/12/03

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 **Candi Jamelle Mitchem, as Attorney in Fact for Aaron Anthony Mitchem**, 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 she, as said attorney in fact, executed the same voluntarily on the day the same bears date. Given under my hand and official seal this, the 15th day of January, 2003.

  
Notary Public

My Commission Expires: 9/12/03

**EXHIBIT A**

**Parcel I**

A part of the SW 1/4 of NE 1/4 of Section 21, Township 19, Range 1 East, being described as follows: Begin at the Northwest corner of said SW 1/4 of NE 1/4 of Section 21, Township 19, Range 1 East, and run thence South along the West line of said forty 420 feet to the beginning pint of the parcel herein conveyed; thence turn a right angle to the left and run 100 feet to a stake; thence turn a right angle to the left and run 100 feet; thence turn a right angle to the left and run 100 feet West to the West line of the above described forty acre tract; thence South along said West line of said forty acre tract 100 feet to the point of beginning of the land herein conveyed; being situated in Shelby County, Alabama.

**Parcel II**

A part of the SW 1/4 of the NE 1/4 of Section 21, Township 19, Range 1 East, more particularly described as follows: Commence at the Northwest corner of said SW 1/4 of NE 1/4 of said Section 21, and run thence South along the West line of said 1/4 1/4 Section 420 feet to a point; thence turn an angle of 90 deg. to the left and run 100 feet to point of beginning of the property herein conveyed; thence continue in the same direction a distance of 56 feet to a point; thence turn an angle of 90 deg. to the left and run a distance of 100 feet to a point; thence turn an angle of 90 deg. to the left and run a distance of 56 feet to a point, which said point is the Northeastern corner of the James Hatcher and Darthy Sue Hatcher lot; thence turn to the left and run Southerly along the Eastern boundary of the James Hatcher and Darthy Sue Hatcher lot a distance of 100 feet to the point of beginning; being situated in Shelby County, Alabama.