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Shelby Cnty Judge of Probate,AL
02/12/2003 08:00:00 FILED/CERTIFIED

This instrument was prepared by

PAMELA WILLIAMSON (name)

PINNACLE BANK, 2013 CANYON ROAD, BIRMINGHAM, AL 35216(address)

State of Alabama

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MODIFICATION OF MORTGAGE

DATE AND PARTIES. The date of this Real Estate Modification (Modification) is 02-10-2003.

The parties and their addresses are:

MORTGAGOR: JAY A. MCNISH AND WENDY MCNISH, HUSBAND AND WIFE
197 COX LANE
BIRMINGHAM, AL 35007

LENDER: PINNACLE BANK
VESTAVIA OFFICE
ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF ALABAMA
2013 CANYON ROAD VESTAVIA, AL 35216

BACKGROUND. Mortgagor and Lender entered into a Security Instrument dated 08-09-2002 and recorded on 08-14-2002. The Security Instrument was recorded in the records of SHELBY County, Alabama at JUDGE OF PROBATE.

The property is located in SHELBY County at BIRMINGHAM, AL 35007.

Described as:

SEE ATTACHED "EXHIBIT A".

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.)*

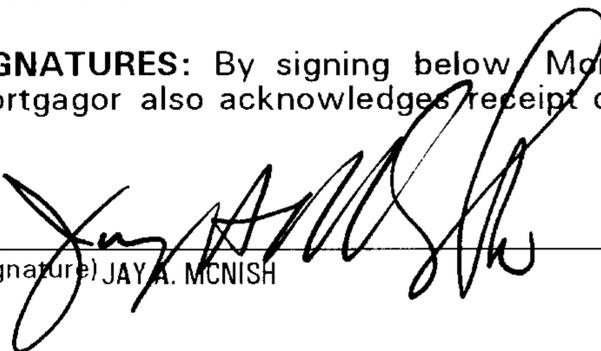
INCREASE ORIGINAL MORTGAGE FROM 168,000.00 TO 177,000.00, A DIFFERENCE OF 9,000.00. MATURITY DATE TO STAY THE SAME.

MAXIMUM OBLIGATION LIMIT. The total principal amount secured by the Security Instrument at any one time will not exceed \$177,000.00 which is a \$9,000.00 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.



(Signature) JAY A. MCNISH (Date) _____ (Seal)



(Signature) WENDY MCNISH (Date) _____ (Seal)

(Signature) _____ (Date) _____ (Seal)

(Witness as to all signatures)

(Witness as to all signatures)

ACKNOWLEDGMENT:

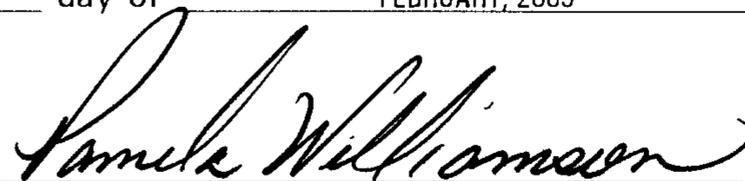
STATE OF ALABAMA, COUNTY OF JEFFERSON } ss.

(Individual) I, a notary public, hereby certify that JAY A. MCNISH; WENDY MCNISH, 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 10TH day of FEBRUARY, 2003.

My commission expires: 02-03-2005

(Seal)



(Notary Public)

PAMELA WILLIAMSON

EXHIBIT "A"

PARCEL I:

Commence at the southwest corner of the southwest quarter of the northwest quarter of Section 15, Township 21 South, Range 3 West, Shelby County, Alabama, and run thence easterly along the south line of said quarter-quarter a distance of 1,260.00 feet to a point; thence turn 91 degrees 32 minutes 18 seconds left and run northerly a distance of 903.00 feet to a point; thence turn 88 degrees 27 minutes 12 seconds to the left and run westerly a distance of 56.0 feet to the point of beginning of the property being described; thence turn 90 degrees right and run northerly a distance of 120.00 feet to a point; thence turn 90 degrees right and run easterly a distance of 273.00 feet to a point; thence turn 90 degrees right and run southerly a distance of 120.00 feet to a point; thence turn 90 degrees right and run westerly a distance of 273.00 feet to the point of beginning.

PARCEL II:

An easement across the following described property:

Commence at the Southwest corner of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 15, Township 21 South, Range 3 West and run East along the South line of said $\frac{1}{4}$ - $\frac{1}{4}$ section for a distance of 1260.0 feet; thence left 91 degrees 32 minutes 48 seconds and run North and parallel to the West line of said $\frac{1}{4}$ - $\frac{1}{4}$ section for a distance of 435.0 feet; thence left 88 degrees 27 minutes 12 seconds and run West 26 feet to the Point of Beginning; thence commence along the last described course a distance of 30 feet; thence right 88 degrees 27 minutes 12 seconds and run North 468.0 feet; thence right 91 degrees 32 minutes 48 seconds and run East 30 feet; thence right 90 degrees and run in a southerly direction 468 feet more or less to the POINT OF BEGINNING.