

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 04-21-2003.

The parties and their addresses are:

**MORTGAGOR:** Kerry D. Kline and Peggy E. Kline, husband and wife  
1800 Charlotte Drive  
Hoover, AL 35226

**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 08-30-2002 and recorded on 09-04-2002. The Security Instrument was recorded in the records of Shelby County, Alabama at Instrument Number 20020904000423230.

The property is located in Shelby County at Lot 12 Miller Circle, Indian Springs, AL 35124.

Described as:

Lot 12, according to the Map of Mountain Cove Subdivision, as recorded in Map Book 28, Page 130, in the Probate Office of Shelby County, Alabama. 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.)*

20030425000255730 Pg 2/2 29.00  
Shelby Cnty Judge of Probate, AL  
04/25/2003 13:36:00 FILED/CERTIFIED

☒ **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by the Security Instrument at any one time will not exceed \$382,800.00 ☒ which is a \$10,000.00 ☒ 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.

Kerry D. Kline (Seal)  
(Signature) Kerry D. Kline (Date)

Peggy E. Kline (Seal)  
(Signature) Peggy E. Kline (Date)

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

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

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

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

\_\_\_\_\_  
(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 Kerry D. Kline; Peggy E. Kline, 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 21st day of April, 2003.

My commission expires:

(Seal)

Kathy Brasher Aup  
(Notary Public)