

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 05-15-2003.
The parties and their addresses are:

MORTGAGOR: Lewis E. Atchison; Frank I. Owen; Kerry R. Nivens, all married
P. O. Box 156
Columbiana, AL 35051

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 09-25-2002 and recorded on 09-25-2002. The Security Instrument was recorded in the records of Shelby County, Alabama at Inst Number 20020430000203020 and Inst Number 20020925000462990. The property is located in Shelby County at Off Co. Hwy. 38 & Old Hwy 280, Chelsea, AL 35043.

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.

The property described on Exhibit "A" does not constitute any portion of the homestead of the mortgagor(s), nor that of their spouse(s).

Lewis E. Atchison and Lewis E. Atchison, Sr. are one and the same person.

MODIFICATION. For value received, Mortgagor and Lender agree to modify 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 \$1,100,000.00 ☒ which is a \$100,000.00 ☐ 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.

WARANTY 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) Lewis E. Atchison

(Signature) Kerry R. Nivens

(Date) _____
(Seal)

(Signature) Frank L. Owen

(Signature) _____

(Date) _____
(Seal)

(Signature) _____

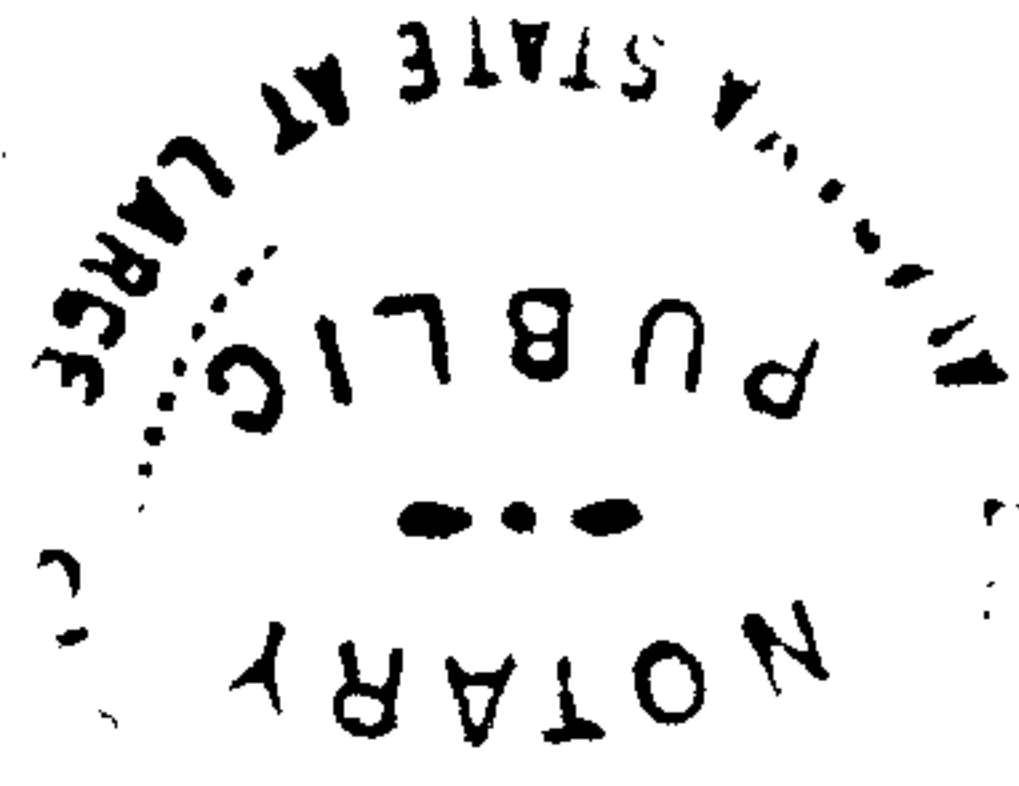
(Date) _____
(Seal)

(Witness as to all signatures)

(Witness as to all signatures)

ACKNOWLEDGMENT:

STATE OF Alabama, COUNTY OF Shelby, ss. I, a notary public, hereby certify that Lewis E. Atchison, Frank L. Owen, Kerry R. Nivens, all 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 15th day of May, 2003. My commission expires: 5-24-24



(Seal)

(Notary Public)

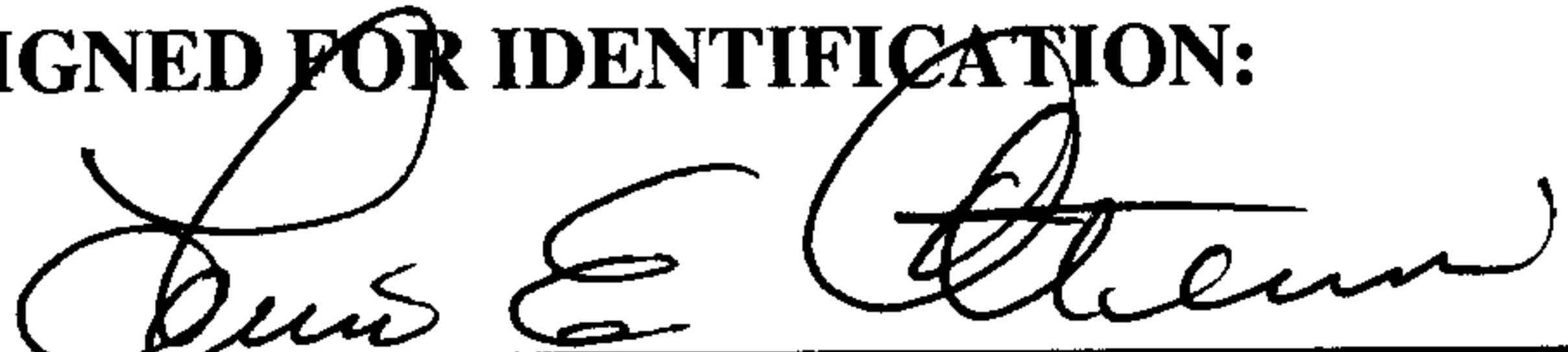
EXHIBIT A

Beginning at the Northeast corner of the NW 1/4 of SW 1/4, Section 27, Township 19 South, Range 1 West; thence run Southerly along the East boundary line of said NW 1/4 of SW 1/4, a distance of 408.89 feet to a point on the North right-of-way line of Highway US 280; thence turn an angle of 70 degrees 29 minutes 21 seconds to the right and run along said right-of-way line a distance of 101.36 feet to a concrete monument found in place; thence turn an angle of 13 degrees 26 minutes 47 seconds to the right and continue along said right-of-way line a distance of 166.46 feet to a point; thence turn an angle of 20 degrees 19 minutes 13 seconds to the left and continue along said right-of-way line a distance of 182.40 feet to a concrete monument found in place; thence turn an angle of 2 degrees 32 minutes 16 seconds to the right and continue along said right-of-way line a distance of 251.26 feet to a concrete monument found in place; thence turn an angle of 32 degrees 55 minutes 23 seconds to the right and continue along said right-of-way line and along a curve to the right (concave Northeasterly and having a radius of 2684.79 feet and a central angle of 15 degrees 21 minutes 08 seconds) an arc distance of 719.31 feet to a point; thence turn an angle of 5 degrees 46 minutes 07 seconds to the right from the tangent of said curve and continue along said right-of-way line a distance of 735.76 feet to a point; thence turn an angle of 36 degrees 03 minutes 59 seconds to the right and continue along said right-of-way line a distance of 41.88 feet to an iron rod found in place on the North boundary line of the NE 1/4 of SE 1/4, Section 28, Township 19 South, Range 1 West; thence turn an angle of 114 degrees 22 minutes 44 seconds to the right and leaving said right-of-way line, run Easterly along said North boundary line of the NE 1/4 of SE 1/4 a distance of 669.34 feet to the Northwest corner of the NW 1/4 of SW 1/4, Section 27, Township 19 South, Range 1 West; thence turn an angle of 2 degrees 10 minutes 14 seconds to the left and run along the North boundary line of said NW 1/4 of SW 1/4 a distance of 1325.01 feet to the point of beginning. Said tract of land is lying in the NW 1/4 of SW 1/4, Section 27, Township 19 South, Range 1 West and the NE 1/4 of SE 1/4, Section 28, Township 19 South, Range 1 West.

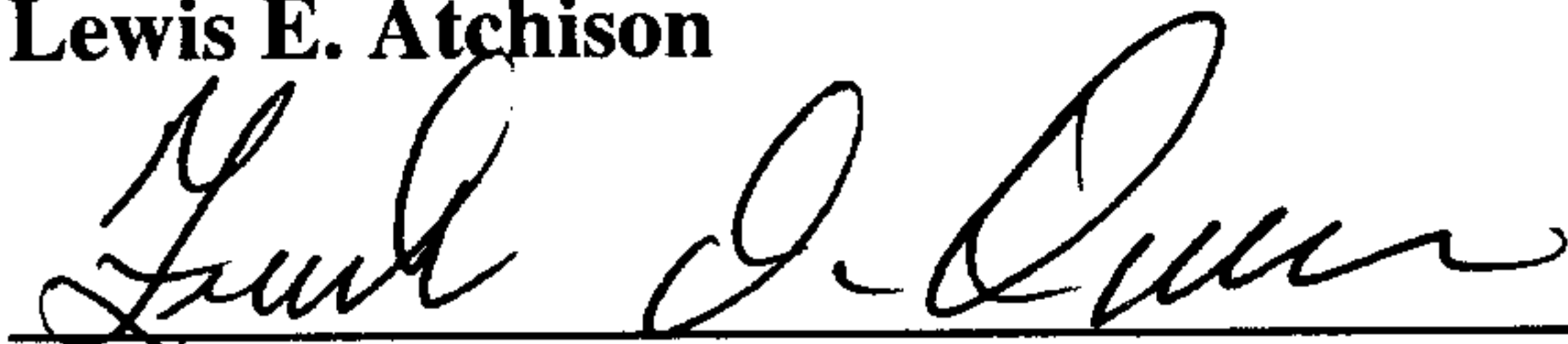
Also to include a parcel of land lying between Shelby County Highway No. 280 and US Highway 280 in the NW 1/4 of SW 1/4, Section 27, Township 19 South, Range 1 West and more particularly described as follows:

Commence at the NE corner of the NW 1/4 of SW 1/4, Section 27, Township 19 South, Range 1 West; thence run Southerly along the East boundary line of said NW 1/4 of SW 1/4 a distance of 504.34 feet to a point on the Southern right-of-way line of Shelby County Highway No. 280 and the point of beginning of the parcel herein described; thence continue along the same line a distance of 132.43 feet to a point on the Northern right-of-way of US Highway No. 280; thence turn an angle of 77 degrees 36 minutes 30 seconds to the right and run along the right-of-way line a distance of 64.49 feet to a concrete right-of-way monument found in place; thence turn an angle of 97 degrees 32 minutes 26 seconds to the right and run a distance of 119.56 feet to a concrete right-of-way monument found in place; thence turn an angle of 74 degrees 29 minutes 02 seconds to the right and run along the right-of-way line a distance of 77.98 feet to the point of beginning. Said parcel is lying in the NW 1/4 of SW 1/4, Section 27, Township 19 South, Range 1 West.

SIGNED FOR IDENTIFICATION:



Lewis E. Atchison



Frank I. Owen



Kerry R. Niyens