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Shelby Cnty Judge of Probate, AL  
11/26/2003 12:41:00 FILED/CERTIFIED

This instrument was prepared by

First National Bank of Shelby County (name)


Columbiana, AL (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 11-07-2003.  
The parties and their addresses are:

**MORTGAGOR:** Paul Merriott and Diane Merriott, husband and wife  
2324 Hwy 28  
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 10-26-1998 and recorded on 10-30-1998. The Security Instrument was recorded in the records of Shelby County, Alabama at Instrument # 1998-42874.  
The property is located in Shelby County at 2324 Hwy 28, Columbiana, AL 35051.

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.

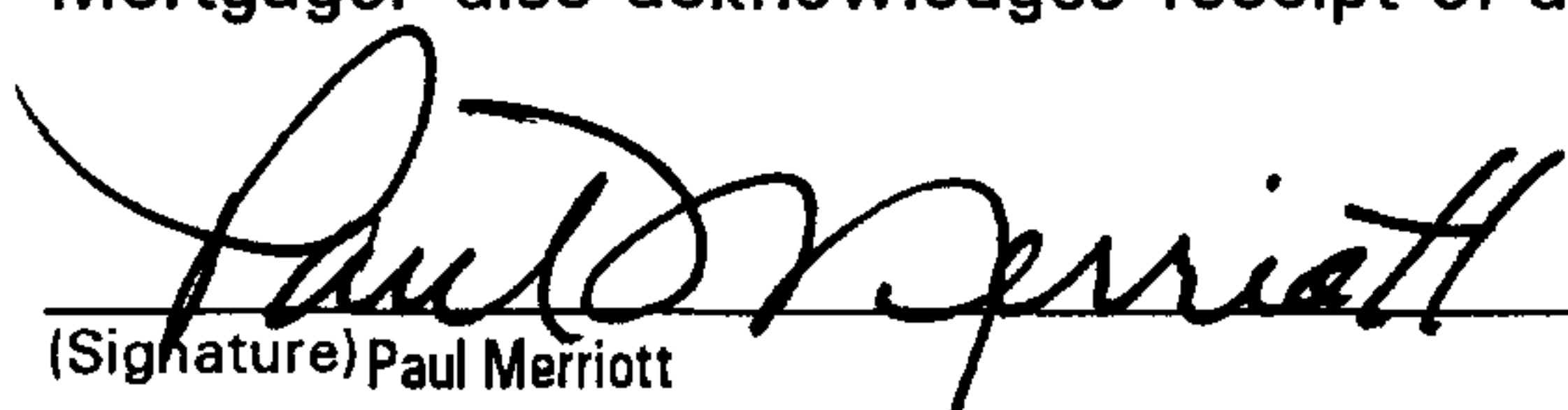
**MODIFICATION.** For value received, Mortgagor and Lender agree to modify the original Security Instrument. Mortgagor and Lender agree that this Modification continues the effectiveness of the original Security Instrument. The Security Instrument was given to secure the original debts and obligations (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 \$42,491.22 ☒ which is a \$1,691.22 ☒ 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) Paul Merriott (Date)

 (Seal)  
(Signature) Diane Merriott (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 Paul Merriott; Diane Merriott, 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 7th day of November, 2003.

My commission expires: 12-19-03

(Seal)

  
(Notary Public)



## EXHIBIT A

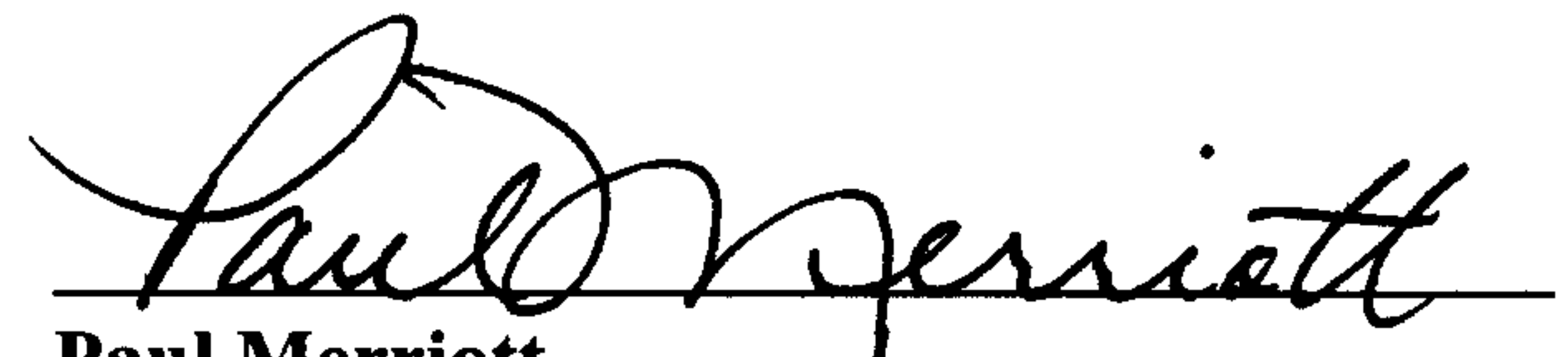
### PARCEL I

A parcel of land situated in the NW 1/4 of NW 1/4 of Section 32, Township 21 South, Range 1 East; described as follows: Begin at a point where the South boundary of said 1/4-1/4 Section is intersected by the Southwesterly right of way line of County Road 28; thence run Westerly along the South boundary of said 1/4-1/4 Section a distance of 513 feet, more or less, to the Southwesterly corner of the Benita L. Lackey, Bruce A. Lackey and Jeff D. Falkner lot purchased from Hubert and Vonnice Dawson, which is the point of beginning of the lot herein described; thence continue Westerly along the South boundary of said 1/4-1/4 Section to the Southwest corner of said 1/4-1/4 Section; thence run North along the West boundary of said 1/4-1/4 Section to the Southwesterly right of way line of said County Road 28; thence run Southeasterly along said County Road 28 to the West boundary of the above mentioned Lackey and Falkner lot; thence run Southwesterly along the Westerly boundary of said Lackey and Falkner lot a distance of 365 feet, more or less, to the point of beginning. Situated in Shelby County, Alabama.

### PARCEL II

A parcel of land situated in the NW 1/4 of NW 1/4 of Section 32, Township 21, Range 1 East described as follows: Begin at a point where the South boundary of said 1/4-1/4 Section is intersected by the Southwesterly right of way line of County Road 28; thence run Westerly along the South boundary of said 1/4-1/4 Section a distance of 338 feet to the Southwesterly corner of the Billy Wayne Crenshaw and Linda Sue Crenshaw lot, being the point of beginning of the lot herein described and conveyed; thence continue along the South boundary of said 1/4-1/4 Section a distance of 175 feet to a point; thence run in a Northeasterly direction a distance of 365 feet, more or less to a point on County Road 28, at a point on said road which is 165 feet from the Northernmost corner of said Crenshaw lot, measured along said road; thence run Southeasterly along the Southerly right of way line of County Road a distance of 155 feet to the said Northernmost corner of said Crenshaw lot; thence run Southwesterly along the Westerly boundary of said Crenshaw lot a distance of 248 feet/more or less to the point of beginning; being situated in Shelby County, Alabama.

### SIGNED FOR IDENTIFICATION:

  
Paul Merriott

  
Diane Merriott