



20031208000795690 Pg 1/3 170.00  
Shelby Cnty Judge of Probate, AL  
12/08/2003 14:39:00 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 12-05-2003.  
The parties and their addresses are:

**MORTGAGOR:** Edward L. Cates, unmarried  
4384 Hwy 31  
Calera, AL 35040

**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 06-30-2003 and recorded on 07-01-2003. The Security Instrument was recorded in the records of Shelby County, Alabama at Inst # 20030701000412170 & a modification in Inst # 20031106000740710. The property is located in Shelby County at 4601 Hwy 31, Calera, AL 35040.

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 attached Exhibit "A" does not constitute any portion of the homestead of the mortgagor nor that of his/her spouse.

**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.)*

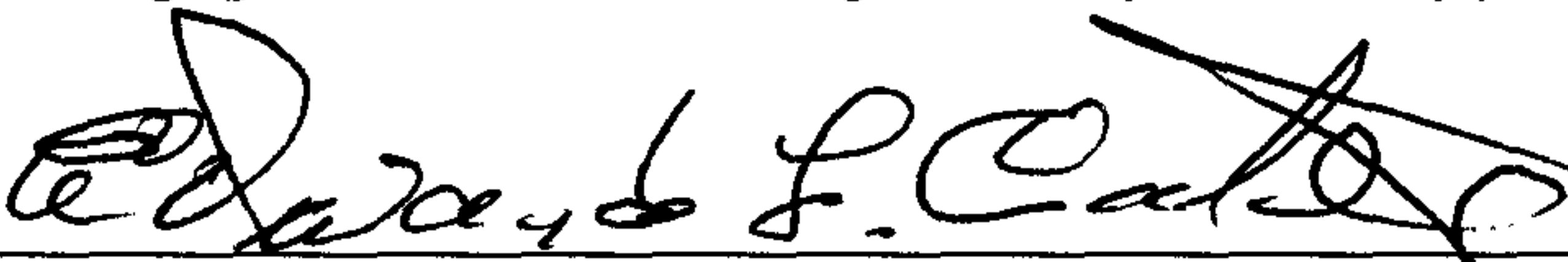
Promissory note executed June 30, 2003.

☒ **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by the Security Instrument at any one time will not exceed \$950,000.00 ☒ 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.

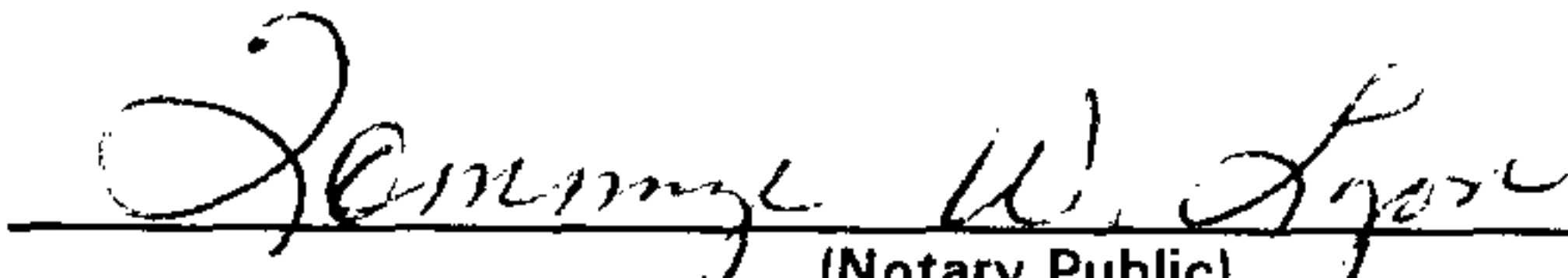
**WARRANTY OF TITLE.** Mortgagor warrants that Mortgagor is or will be lawfully seized of the estate conveyed by the Security Instrument and has the right to grant, bargain, convey, sell, and mortgage the property. Mortgagor also warrants that such same property is unencumbered, except for encumbrances 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) Edward L. Cates (Date) _____ (Seal)	_____ (Signature) _____ (Date) _____ (Seal)
_____ (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 Edward L. Cates, unmarried  
\_\_\_\_\_ 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 \_\_\_\_\_ 5th \_\_\_\_\_ day of \_\_\_\_\_ December, 2003 .  
My commission expires: 12-19-03  
(Seal)

  
(Notary Public)



## EXHIBIT A

Commencing at the Southeast corner of Section 33, Township 21 South, Range 2 West, thence run North along the East boundary line of said Section 33 a distance of 417.00 feet; thence turn an angle of 88 degrees 19 minutes to the left and run Westerly parallel to the South boundary line of said Section 33 for 2,134.83 feet, more or less on the East right-of-way line of U. S. Highway 31 for the point of beginning of the property herein described (said point being the Northwest corner of the Mayanice Walton property); thence turn an angle of 177 degrees 30 minutes to the right and run Easterly along the North line of said Walton property for 1,067.41 feet; thence turn an angle of 02 degrees 15 minutes to the right and continue Easterly along the North line of said Walton property for 1,066.94 feet to a point on the East boundary line of said Section 33; thence turn an angle of 91 degrees 26 minutes 45 seconds to the left and run Northerly along said East line of said Section 33 a distance of 306.20 feet to an iron pipe; thence turn an angle of 90 degrees 50 minutes to the left and run 2,262.46 feet; more or less, to the East right-of-way line of U. S. Highway 31; thence turn an angle of 117 degrees 24 minutes to the left and run along said right-of-way 159.11 feet; thence turn an angle of 04 degrees 54 minutes to the right and run along said right-of-way 130.39 feet to the point of beginning. All being situated in the South  $\frac{1}{2}$  of Southeast  $\frac{1}{4}$  of Section 33, Township 21 South, Range 2 West, Shelby County, Alabama.

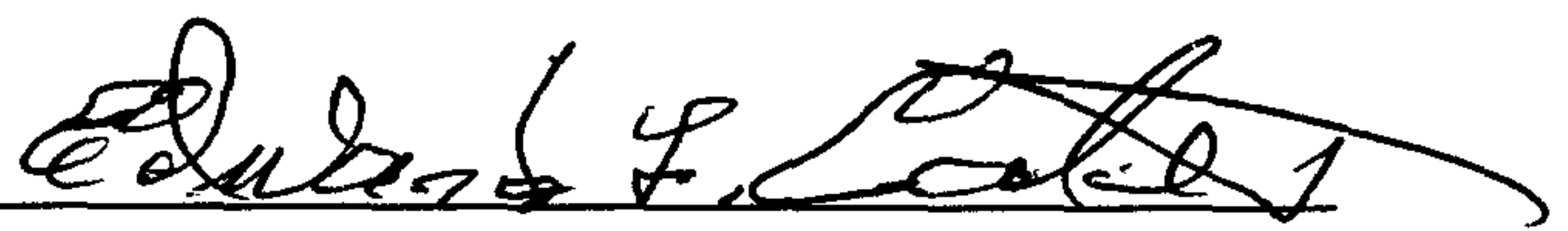
### Less and Except:

Commence at the southeast corner of Section 33, Township 21 South, Range 2 West, Shelby County, Alabama; thence North 75 degrees 48 minutes 41 seconds West a distance of 2079.16 feet to the point of beginning; thence South 89 degrees 59 minutes 53 seconds West a distance of 106.56 feet to the easterly right of way of U. S. Highway 31; thence North 23 degrees 11 minutes 7 seconds West along said right of way a distance of 130.39 feet; thence North 27 degrees 0 minutes 43 seconds West along said right of way a distance of 160.85 feet; thence North 89 degrees 58 minutes 13 seconds East and leaving said right of way a distance of 230.94 feet; thence South 0 degrees 0 minutes 7 seconds East a distance of 263.28 feet to the point of beginning.

### 70 foot ingress & Egress and Utility Easement:

Commence at the Southeast corner of Section 33, Township 21 South, Range 2 West, Shelby County, Alabama; thence 75 degrees 48 minutes 41 seconds West a distance of 2079.16 feet to the point of beginning of the southerly line of a 70 foot ingress, egress, and utility easement lying 70 foot north of and parallel to described line; thence South 89 degrees 59 minutes 53 seconds West a distance of 106.56 feet to the easterly right of way of U.S. Highway 31 and the end of said easement.

### SIGNED FOR IDENTIFICATION:

  
Edward L. Cates