



20040326000155520 Pg 1/3 51.50  
Shelby Cnty Judge of Probate, AL  
03/26/2004 10:56:00 FILED/CERTIFIED

This instrument was prepared by

MidSouth Bank (name)

2526 West Main Street, Dothan, AL 36303 (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 02-23-2004.

The parties and their addresses are:

**MORTGAGOR:** R. Martin Adams, a married person  
8 Chateau Place  
Dothan, AL 36303

**LENDER:** MidSouth Bank, N. A.  
Organized and existing under the laws of the United States of America  
2526 West Main Street  
P. O. Box 8743 Dothan, AL 36303

**BACKGROUND.** Mortgagor and Lender entered into a Security Instrument dated 06-27-2003 and recorded on 07-08-2003. The Security Instrument was recorded in the records of Shelby County, Alabama at Instrument Number 20030708000429870 (8 Pages).

The property is located in Shelby County at 2038 Valleydale Terrace, Pelham, AL 35124.

Described as:

See Exhibit "A" attached hereto.

**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.)*

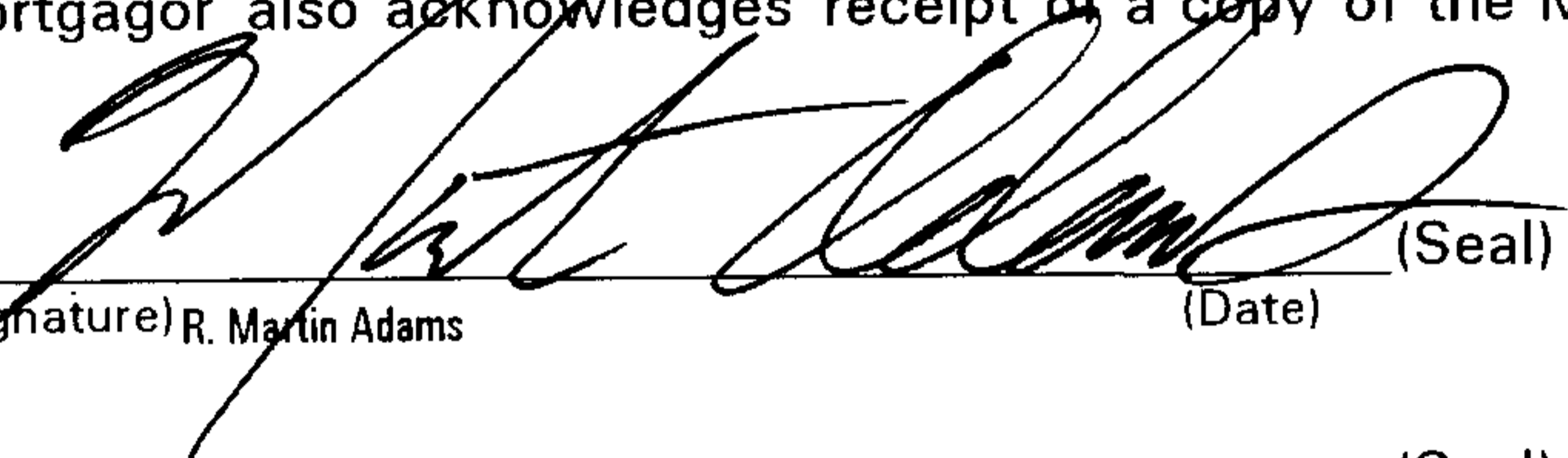
Note Nos. 102346202, 102343802 and 102345402 all dated 02/23/2004.

**MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by the Security Instrument at any one time will not exceed \$ 138,291.50  which is a \$ 23,000.00  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.

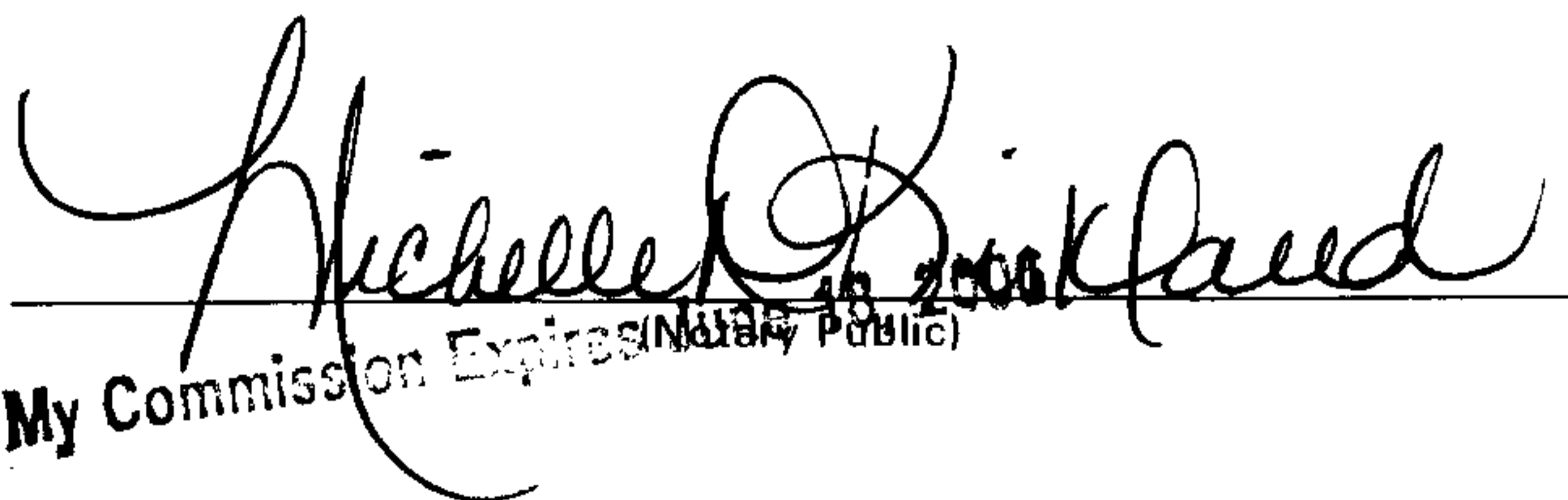
 _____ (Signature) R. Martin Adams (Seal) _____ (Date)	_____ (Signature) (Seal) _____ (Date)
_____ (Signature) (Seal) _____ (Date)	_____ (Signature) (Seal) _____ (Date)
_____ (Signature) (Seal) _____ (Date)	_____ (Signature) (Seal) _____ (Date)
_____ (Witness as to all signatures)	_____ (Witness as to all signatures)

**ACKNOWLEDGMENT:**

STATE OF Alabama, COUNTY OF Houston } ss.

(Individual) I, a notary public, hereby certify that R. Martin Adams, a married person 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 23rd day of February, 2004.

My commission expires:  
(Seal)

  
\_\_\_\_\_  
My Commission Expires 10 2006 (Notary Public)

## Exhibit "A"

A parcel of land located in the SE 1/4 of the SE 1/4 of Section 25, Township 19 South, Range 3 West, more particularly described as follows: Commence at the Northwest corner of said 1/4 1/4 Section; thence in a Easterly direction along the northerly line of said 1/4 1/4 Section, a distance of 897.44 feet; thence 89 deg. 19 min. 08 sec. right, in a Southerly direction a distance of 82.27 feet; thence 54 deg. 43 min. 51 sec. right, in a Southwesterly direction a distance of 266.72 feet to the point of beginning; thence continue along last described course a distance of 157.23 feet; thence 90 deg. left, in a Southeasterly direction a distance of 180.00 feet; thence 90 deg. left, in a Northeasterly direction a distance of 29.67 feet to the beginning of a curve to the left having a central angle of 75 deg. 24 min. and a radius of 104.38 feet; thence in a Northeasterly direction along the arc of said curve a distance of 137.36 feet to the end of said curve; thence northwesterly along a line tangent to said curve, a distance of 105.34 feet to the point of beginning; being situated in Shelby County, Alabama. Mineral and mining rights excepted.