

This instrument was prepared by

FNBS (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 10-27-2004.
The parties and their addresses are:

MORTGAGOR: Johnny E. Jones and Deborah E. Jones, husband and wife
P.O. Box 1242
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 07-14-1998 and recorded on 08-11-1998. The Security Instrument was recorded in the records of Shelby County, Alabama at Instrument # 1998-27561 and Re-recorded in Instrument # 1998-30936. The property is located in Shelby County at 121 Mooney Road, 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.)*

Promissory Note executed simultaneously herewith.

☒ **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by the Security Instrument at any one time will not exceed \$49,231.32 ☒ which is a \$580.26 ☒ 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.

Johnny E. Jones (Seal)
(Signature) Johnny E. Jones (Date)

Deborah Jones (Seal)
(Signature) Deborah Jones (Date)
as Attorney In Fact for Johnny E. Jones

____ (Seal)
(Signature) (Date)

Deborah E. Jones (Seal)
(Signature) Deborah E. Jones (Date)

____ (Seal)
(Signature) (Date)

____ (Seal)
(Signature) (Date)

ACKNOWLEDGMENT:

STATE OF ALABAMA

SHELBY COUNTY

I, the undersigned authority, a Notary Public in and for said County in said State hereby certify that **Deborah Jones as Attorney-in-Fact for Johnny E. Jones**, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance she executed the same voluntarily on the day the same bears date. Given under my hand and official seal this 27th day of October, 2004.

Judy R. Davis
Notary Public

My Commission Expires: 7/3/06

STATE OF ALABAMA

SHELBY COUNTY

I, the undersigned authority, a Notary Public in and for said County in said State hereby certify that **Deborah E. Jones wife of Johnny E. Jones**, whose name is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance she executed the same voluntarily on the day the same bears date. Given under my hand and official seal this 27th day of October, 2004.

Judy R. Davis
Notary Public

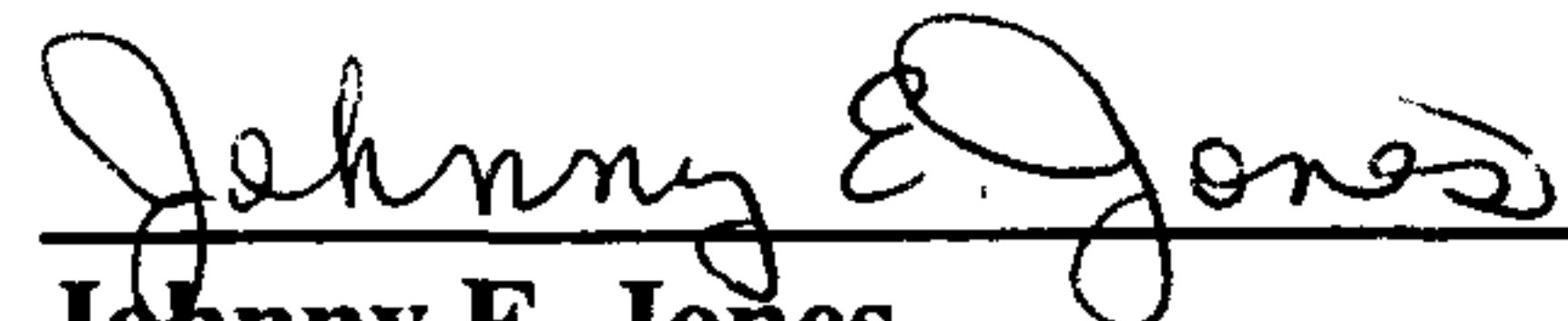
My Commission Expires: 7/3/06

EXHIBIT A

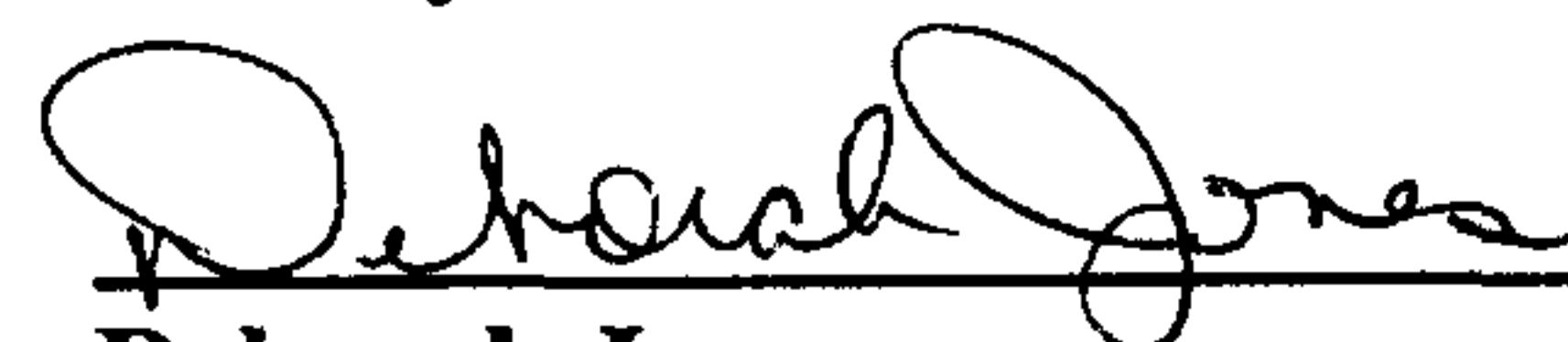
Lot 4, according to the Map of R. F. Tidmore property recorded in Map Book 4 page 16 in the Office of the Judge of Probate of Shelby County, Alabama; being situated in Shelby County, Alabama.

ALSO, described as: A lot in the NE 1/4 of NW 1/4 of Section 36, Township 21 South, Range 1 West, more particularly described as follows: Commencing at the SW corner of the NW 1/4 of NW 1/4 of Section 36, Township 21 South, Range 1 West, and run along the South line of said 1/4 1/4, North 84 deg. 40 min. East a distance of 865.0 feet; thence continue North 84 deg. 40 min. East 1029.9 feet; thence run North 4 deg. 20 min. West a distance of 742.8 feet to the South margin of a dirt road running East from the Columbiana-Shelby paved road; thence along the South margin of said dirt road South 85 deg. 10 min. West a distance of 408.0 feet to the point of beginning of the lot herein described; thence run South 4 deg. 20 min. East a distance of 200.0 feet; thence run North 85 deg. 10 min. East a distance of 102.0 feet; thence run North 4 deg. 20 min. West a distance of 200 feet to the South margin of said dirt road; thence along the South margin of said dirt road South 85 deg. 10 min. West a distance of 102.0 feet to the point of beginning; being situated in Shelby County, Alabama.

SIGNED FOR IDENTIFICATION:

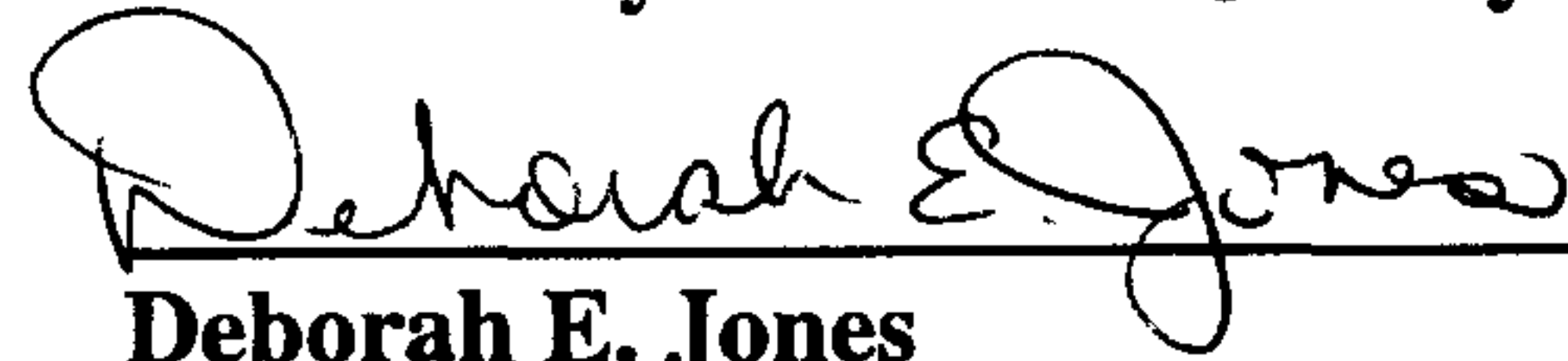


Johnny E. Jones



Deborah Jones

As Attorney In Fact for Johnny E. Jones



Deborah E. Jones