



20041222000698870 Pg 1/3 53.45
Shelby Cnty Judge of Probate, AL
12/22/2004 14:35:00 FILED/CERTIFIED

This instrument was prepared by

FNBSC (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 12-15-2004.
The parties and their addresses are:

MORTGAGOR: Fredrick E. Fulgham and Mary K. Fulgham, husband and wife
104 Willowbend Drive
Chelsea, AL 35043

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 03-21-1998 and recorded on 03-27-1998. The Security Instrument was recorded in the records of Shelby County, Alabama at Instrument # 1998-10969.
The property is located in Shelby County at 104 Willowbend Drive, 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.

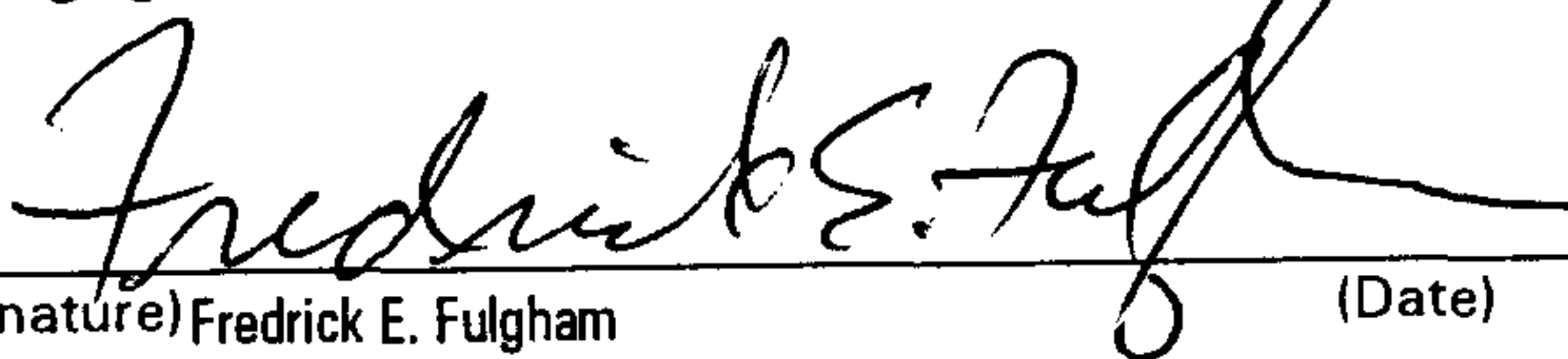

MODIFICATION. For value received, Mortgagor and Lender agree to modify the original Security Instrument. Mortgagor and Lender agree that this Modification continues the effectiveness of the original Security Instrument. The Security Instrument was given to secure the original debts and obligations (whether 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 simultaneously herewith.

☐ **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by the Security Instrument at any one time will not exceed \$ 70,400.00 ☐ which is a \$ 22,300.00 ☒ 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) Fredrick E. Fulgham (Date) _____ (Seal)	 _____ (Signature) Mary K. Fulgham (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 Fredrick E. Fulgham; Mary K. Fulgham, 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 15th day of December, 2004.
My commission expires:
(Seal)



(Notary Public)

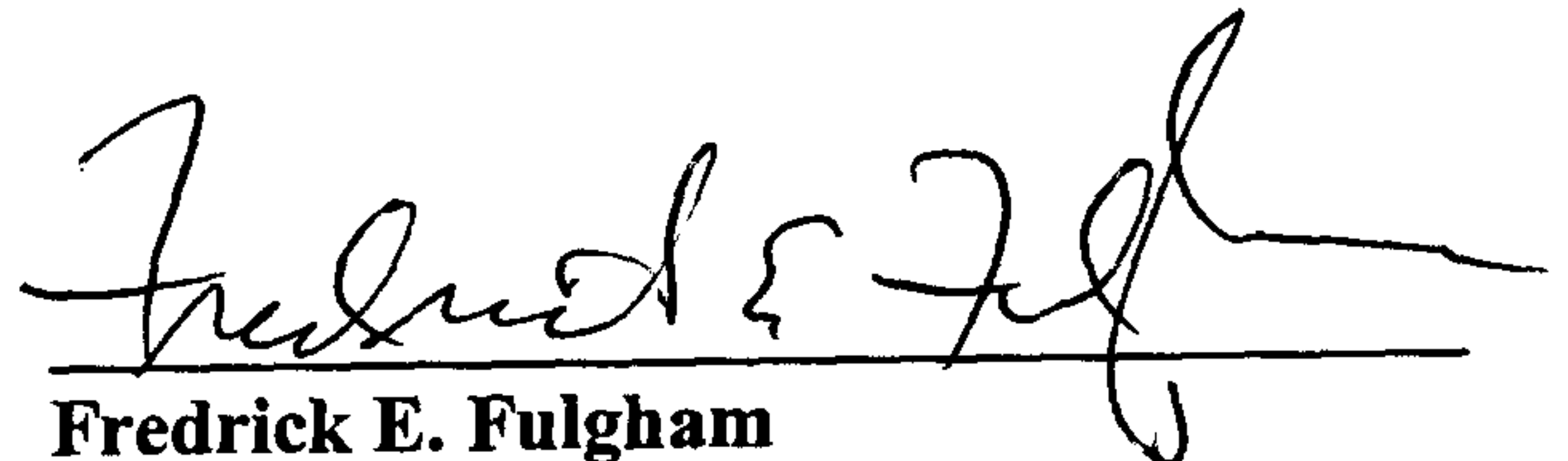
MY COMMISSION EXPIRES JAN. 28, 2008

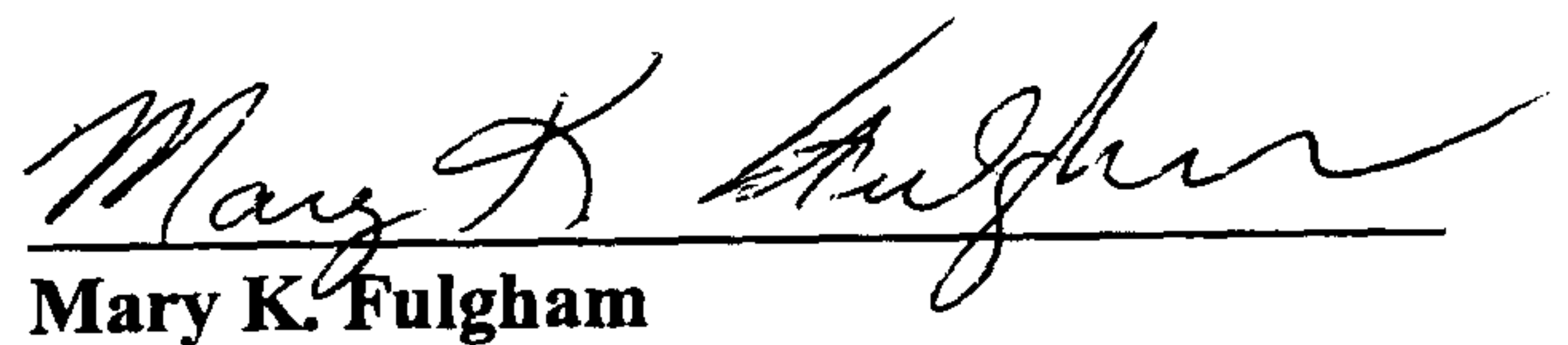
EXHIBIT A

A parcel of land in the NW 1/4 of the NE 1/4 of Section 25, Township 19 South, Range 1 West, being part of the same land described in a deed to Fredrick and Mary Fulgham, recorded in Inst. #1992-27828, of the real property records of Shelby County, Alabama. Said parcel of land being more particularly described as follows:

Commencing at a 1/2 inch rebar set, with a cap stamped "S. Wheeler RPLS 16165" at the SE corner of the NW 1/4 of the NE 1/4 of said Section 25; thence North 00 deg. 14 min. 31 sec. West, along the East line of said Sixteenth Section, a distance of 163.16 feet to a 1/2 inch rebar set, with a cap stamped "S. Wheeler RPLS 16165"; thence South 87 deg. 03 min. 26 sec. West a distance of 210.72 feet to the point of beginning; thence South 87 deg. 03 min. 26 sec. West a distance of 221.69 feet to a 1/2 inch rebar set, with a cap stamped "S. Wheeler RPLS 16165"; thence South 04 deg. 05 min. 03 sec. East a distance of 148.68 feet to a 1/2 inch rebar set, with a cap stamped "S. Wheeler RPLS 16165"; thence North 85 deg. 44 min. 13 sec. East a distance of 221.66 feet to a point; thence North 04 deg. 05 min. 03 sec. West a distance of 149.26 feet to the point of beginning; being situated in Shelby County, Alabama.

SIGNED FOR IDENTIFICATION:


Fredrick E. Fulgham


Mary K. Fulgham