

**RECORDATION REQUESTED BY:**

Peoples Southern Bank  
Main Office  
620 2nd Avenue North  
Post Office Box 269  
Clanton, AL 35046

20041223000699950 Pg 1/2 59.00  
Shelby Cnty Judge of Probate, AL  
12/23/2004 10:56:00 FILED/CERTIFIED

**WHEN RECORDED MAIL TO:**

Peoples Southern Bank  
Main Office  
620 2nd Avenue North  
Post Office Box 269  
Clanton, AL 35046

**SEND TAX NOTICES TO:**

Shane Harmon  
Dana C. Harmon  
232 Ardella Circle  
Gardendale, AL 35071

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

**MODIFICATION OF MORTGAGE**

**THIS MODIFICATION OF MORTGAGE** dated December 6, 2004, is made and executed between Shane Harmon, and Dana C. Harmon, husband and wife, whose address is 232 Ardella Circle, Gardendale, AL 35071 (referred to below as "Grantor") and Peoples Southern Bank, whose address is 620 2nd Avenue North, Post Office Box 269, Clanton, AL 35046 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated August 16, 2004 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded August 18, 2004 in the Office of the Judge of Probate Shelby County, Alabama in instrument number 20040818000463500.

**REAL PROPERTY DESCRIPTION.** The Mortgage covers the following described real property located in Shelby County, State of Alabama:

Lot "C", according to Resubdivision of Lot 32 of Yellow Leaf Estates and Acreage, as recorded in Map Book 21 at Page 24 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama

The Real Property or its address is commonly known as 97 Sweetgum Drive, Chelsea, AL 35043.

**MODIFICATION.** Lender and Grantor hereby modify the Mortgage as follows:

The parties agree that this mortgage evidences an additional indebtedness of the mortgagors to the Mortgagee of \$30,000.00 and that the same is given as an extension and modification of that certain indebtedness evidenced and secured by a mortgage form the mortgagors herein to the mortgagee, Peoples Southern Bank, herein as the same is dated August 16, 2004 and recorded in the Office of the Judge of Probate Shelby County, Alabama at instrument number 20040818000463500. The parties agree that the amount of the extended and modified indebtedness presently due is \$180,000.00 and that all ther terms of the mortgage referred to above not in derogation hereof shall remain in full force and effect.

**CONTINUING VALIDITY.** Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorser to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED DECEMBER 6, 2004.**

**THIS MODIFICATION IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MODIFICATION IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.**

**GRANTOR:**

x Shane Harmon (Seal)  
Shane Harmon

x Dana C. Harmon (Seal)  
Dana C. Harmon

**LENDER:**

PEOPLES SOUTHERN BANK  
x Ann B. Wilson (Seal)  
Authorized Signer

This Modification of Mortgage prepared by:

Name: Peoples Southern Bank  
Address: 620 2nd Avenue North  
City, State, ZIP: Clanton, AL 35046

MODIFICATION OF MORTGAGE  
(Continued)

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama )  
 ) SS  
COUNTY OF Chilton )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **Shane Harmon and Dana C. Harmon**, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of said Modification, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 6th day of December, 2004

Sherry M. Giff  
Notary Public

My commission expires 9-8-08

LENDER ACKNOWLEDGMENT

STATE OF Alabama )  
 ) SS  
COUNTY OF Chilton )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **ANN G. WILSON, AVP of Peoples Southern Bank** a corporation, is signed to the foregoing Modification and who is known to me, acknowledged before me on this day that, being informed of the contents of said Modification of Mortgage, he or she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 6th day of December, 2004

Sherry M. Giff  
Notary Public

My commission expires 9-8-08