

20050104000003150 Pg 1/3 18.00
Shelby Cnty Judge of Probate, AL
01/04/2005 16:07:00 FILED/CERTIFIED



20050126000041310 Pg 1/3 21.00
Shelby Cnty Judge of Probate, AL
01/26/2005 15:41:00 FILED/CERTIFIED

This instrument was prepared by

FNBSC (name)

Columbiana, Alabama (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 12-30-2004.
The parties and their addresses are:

MORTGAGOR: Christopher L. Blythe and Pamela D. Blythe, husband and wife
335 Hwy 435
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
63-0047200

BACKGROUND. Mortgagor and Lender entered into a Security Instrument dated 12-23-2004 and recorded on 12-30-2004. The Security Instrument was recorded in the records of Shelby County, Alabama at Inst.# 20050104000003150.

The property is located in Shelby County at 335 Hwy 435, Columbiana, AL and 315 Hwy 435, Columbiana, AL.

Described as:

This modification of mortgage is given to amend the legal description to include all 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.

*** THIS IS NOT A NEW MODIFICATION BUT IS GIVEN TO CORRECT THE ERRONEOUS DEFECT
CONTAINED IN THAT CERTAIN MODIFICATION RECORDED IN INSTRUMENT # 20050104000003160
OF THE PROBATE OFFICE OF SHELBY COUNTY*****

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.)*

Home equity line of credit agreement executed December 23, 2004.

☐ **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by the Security Instrument at any one time will not exceed \$ _____ ☐ which is a \$ _____ ☐ 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.

Christopher L. Blythe 12-23-04 (Seal)
(Signature) Christopher L. Blythe (Date)

Pamela D. Blythe 12/23/04 (Seal)
(Signature) Pamela D. Blythe (Date)

(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 Christopher L. Blythe; Pamela D. Blythe, 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 30th day of December, 2004.

My commission expires: 9/12/07

(Seal)

William R. Jentz
(Notary Public)

EXHIBIT A

PARCEL I:

Commence at the northeast corner of the NW 1/4 of the SE 1/4 of Section 21, Township 21 South, Range 1 East, Shelby County, Alabama and run thence westerly along the north line of said quarter-quarter a distance of 716.10 feet to a point; thence turn 91 degrees 25 minutes 36 seconds left and run southerly a distance of 235.96 feet to a point on the south right of way line of Shelby County Road No. #435 and the point of beginning of the property being described; thence continue along last described course 425.74 feet to a point; thence turn 89 degrees 15 minutes 32 seconds left and run easterly 124.80 feet to a point; thence turn 90 degrees 04 minutes 19 seconds left and run northerly 439.85 feet to a point on the same said south right of way line of same said highway NO. #435; thence turn 96 degrees 09 minutes 05 seconds left and run west-southwesterly along said right of way line 130.53 feet to the point of beginning.

According to the survey of Rodney Y. Shiflett, Al. Reg. #21784, dated January 17, 1998.

Situated in Shelby County, Alabama.

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PARCEL II:


A parcel of land in the NW 1/4 of the SE 1/4, Section 21, Township 21 South, Range 1 East, being a part of the same land described in a deed to Joseph A. Murray, Sr. and H. Frank Murray, recorded in Instrument #1994-25294, of the real property records of Shelby County, Alabama, said parcel of land being more particularly described as follows:

Commencing at the NW corner of the NW 1/4 of the SE 1/4 of said Section 21; thence South 00 degrees 34 minutes 08 seconds East, along the West line of said sixteenth Section, a distance of 279.83 feet to a point; thence North 85 degrees 04 minutes 28 seconds East a distance of 607.61 feet to a 1/2-inch iron pin found on the South edge of County Highway No. 435; thence North 84 degrees 34 minutes 44 seconds East along the South edge of said road, a distance of 131.14 feet to an iron rebar set with a cap stamped "S Wheeler RPLS 16165" at the point of beginning; thence North 86 degrees 37 minutes 38 seconds East along the South edge of said road, a distance of 134.07 feet to a 1/2-inch rebar set stamped with a cap stamped "S Wheeler RPLS 16165"; thence South 01 degrees 50 minutes 34 seconds West, a distance of 284.12 feet to a 1/2-inch rebar set, with a cap stamped "S Wheeler RPLS 16165"; thence South 01 degrees 16 minutes 55 seconds East a distance of 164.00 feet to a 1/2-inch rebar set with a cap stamped "S Wheeler RPLS 16165"; thence North 89 degrees 34 minutes 34 seconds West a distance of 141.64 feet to a 1/2-inch rebar found; thence North 00 degrees 32 minutes 36 seconds East a distance of 438.98 feet to the point of beginning.

Situated in Shelby County, Alabama.

SIGNED FOR IDENTIFICATION:


Christopher L. Blythe


Pamela D. Blythe