



20120306000078820 1/2 \$16.00
Shelby Cnty Judge of Probate, AL
03/06/2012 09:32:07 AM FILED/CERT

MODIFICATION AND PARTIAL RELEASE OF MORTGAGE

This Agreement, made this 2nd day of January 2012, by and between Reynolds M. Jones, Sr. and Katherine M. Jones husband and wife, hereinafter called Mortgagor and CitiMortgage, Inc., hereinafter called Mortgagee;

WITNESSETH:

THAT WHEREAS, On the 25th day of February, 2004, Mortgagor did make, execute and deliver to First Financial Bank, that certain Mortgage filed for record in the Probate Office of Shelby County on March 5, 2004 as Instrument Number 20040305000114100, securing a Promissory Note dated February 25, 2004, for \$280,000.00, in favor of Mortgagee and covering the following described property:

Lot 1, according to the Map of Reynolds Jones Resurvey, as recorded in Map Book 31, Page 103, in the Probate Office of Shelby County, Alabama.

WHEREAS, Said Mortgage was transferred to CitiMortgage, Inc., by Assignment of Mortgage, filed for record in the Probate Office of Shelby County on March 5, 2004 as Instrument Number 20040305000114110

AND WHEREAS, The parties hereto desire to modify and supplement said Mortgage. Now, Therefore, for value received, the parties hereto do hereby modify said Mortgage by modifying the legal description of said Mortgage to:

Lot 1A, according to the Map of Resurvey of Lots 1 and 2 of Reynolds Jones Resurvey, as recorded in Map Book 42, Page 115, in the Probate Office of Shelby County, Alabama.

AND WHEREAS, Mortgagee hereby reconveys to the persons legally entitled thereto, the real property not described in the above legal description.

Furthermore, Mortgagor does hereby grant and convey the last above described real property to Mortgagee under said Mortgage together with power of sale and subject to each and all of the terms and conditions of said Mortgage, including this modification and supplement thereto, and;

It is further agreed, by and between the parties hereto that in all other respects not inconsistent herewith the terms of said Mortgage which is incorporated herein by references thereto shall remain in full force and effect, and be binding hereon, said Mortgage as herein modified and supplemented shall constitute one Mortgage.

This agreement shall inure to and bind the heirs, devisees, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first written above.

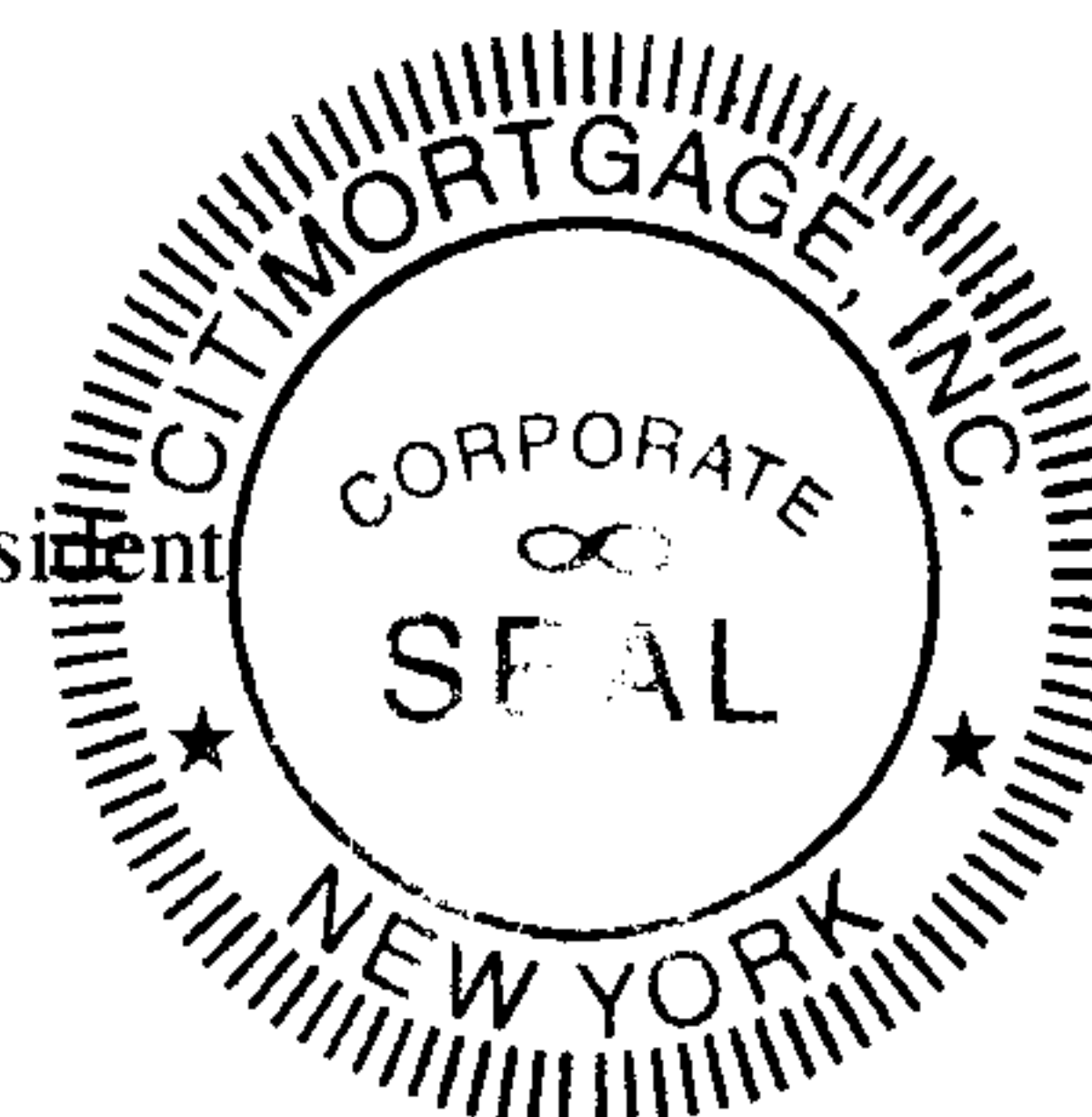
Mortgagors


Reynolds M. Jones


Katherine M. Jones

CitiMortgage, Inc. .

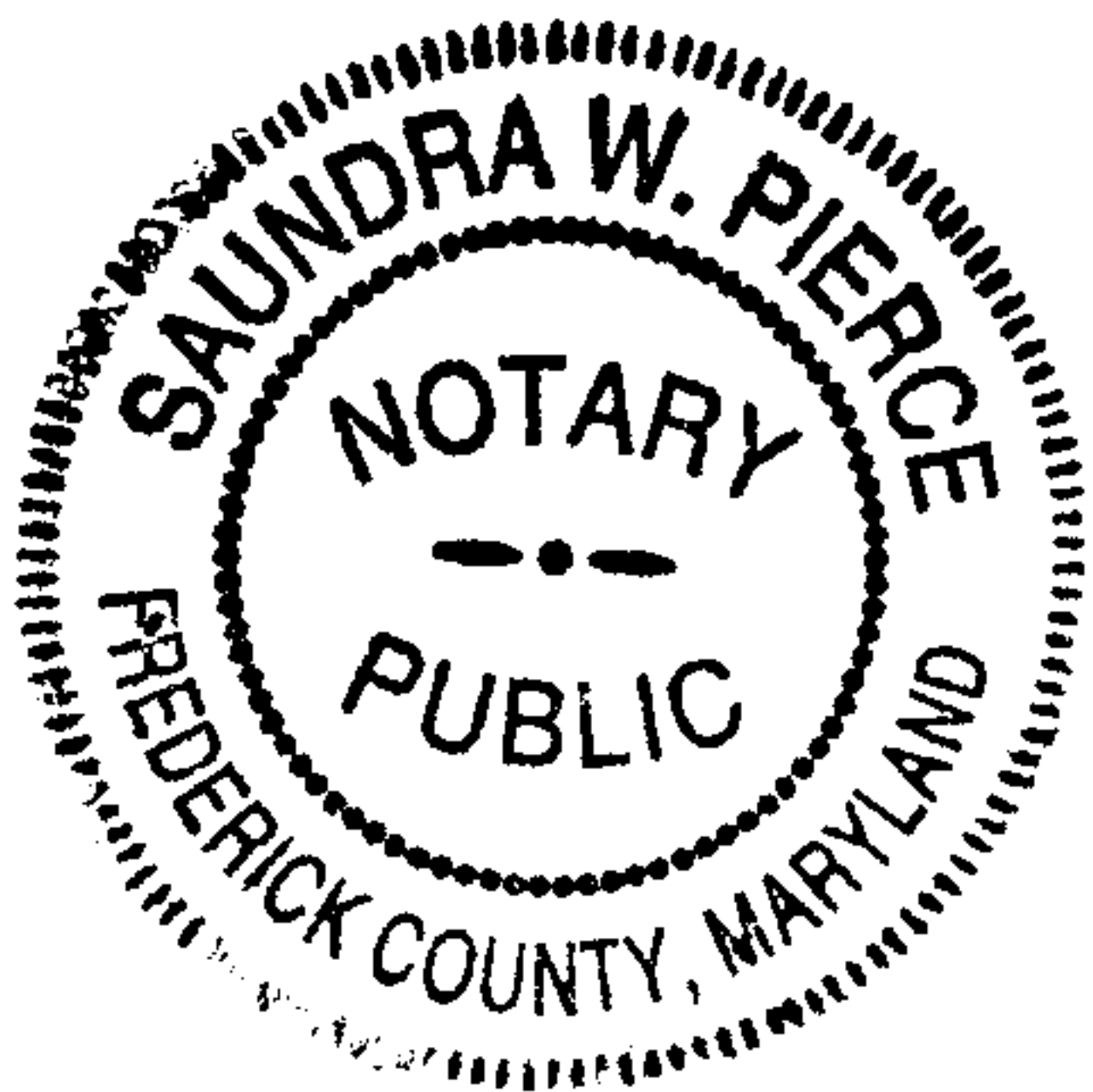

Brian D. Smith, Assistant Vice President



STATE OF MARYLAND }
COUNTY OF FREDERICK } SS:

On this 2nd day of January 2012, before me, the undersigned, personally appeared Brian D. Smith of Katherine M. Jones, known to me to be the person whose name is subscribed to within the instrument and acknowledge that she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



NOTARY PUBLIC Sandra W. Pierce
Sandra W. Pierce, Notary Public
MY COMMISSION EXPIRES: August 9, 2015

State of Alabama)
County of Shelby)§

On this day of 27 February 2012, before me, the undersigned, a notary public in and for said state, personally appeared Reynolds M. Jones and Katherine M. Jones, personally known to me OR provided to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual upon behalf of which the individual acted, executed the instrument.

My commission expires 9-18-12 John Bahakel, Notary Public

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