



20071015000477990 1/2 \$51.50  
Shelby Cnty Judge of Probate, AL  
10/15/2007 02:15:09PM FILED/CERT

This instrument was prepared by

BRYANT BANK (name)

5319 US HWY 280 SOUTH, HOOVER, ALABAMA 35242 (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 09-28-2007.

The parties and their addresses are:

**MORTGAGOR:** WAYNE T. HOLLIMAN, AN UNMARRIED MAN  
217 HAWTHORN ST  
BIRMINGHAM, AL 35242

**LENDER:** BRYANT BANK  
ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF ALABAMA  
5319 US HIGHWAY 280  
HOOVER, AL 35242

**BACKGROUND.** Mortgagor and Lender entered into a Security Instrument dated 04-11-2006 and recorded on 05-15-2106. The Security Instrument was recorded in the records of SHELBY County, Alabama at INST #20060515000227750. The property is located in SHELBY County at 217 HAWTHORN STREET, BIRMINGHAM, AL 35242.

Described as:  
LOT 15-09, BLOCK 15, ACCORDING TO THE SURVEY OF MT. LAUREL, PHASE III, AS RECORDED IN MAP BOOK 34, PAGE 137, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA

**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.)*

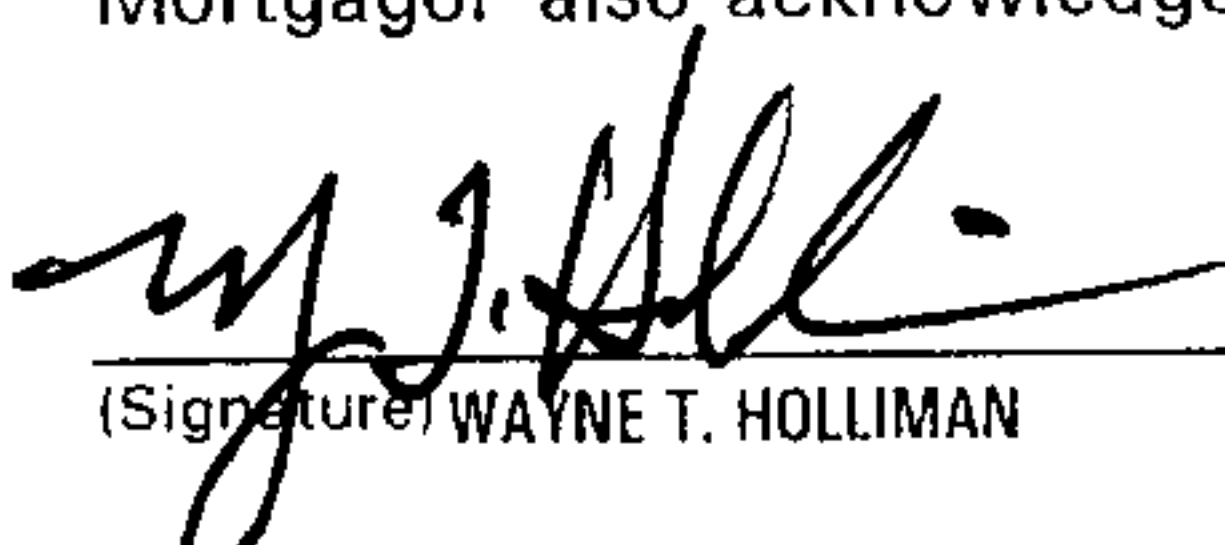
NOTE DATED 9/28/07 IN THE NAME OF WAYNE T HOLLIMAN IN THE AMOUNT OF \$75,000.00

☒ **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by the Security Instrument at any one time will not exceed \$75,000.00 ☒ which is a \$25,000.00 ☒ 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) WAYNE T. HOLLIMAN	9/28/07 (Date)	(Seal)	_____ (Signature)	_____ (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 WAYNE T. HOLLIMAN, AN UNMARRIED MAN  
\_\_\_\_\_, 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 28TH day of SEPTEMBER, 2007.  
My commission expires:

(Seal)

  
(Notary Public)



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