



20080620000252410 1/3 \$77.00
Shelby Cnty Judge of Probate, AL
06/20/2008 11:43:05AM FILED/CERT

This instrument was prepared by

BRYANT BANK (name)

21290 HIGHWAY 25 COLUMBIANA ALABAMA 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 06-04-2008

The parties and their addresses are:

MORTGAGOR: DONALD BLACK AND BRENDA V. BLACK, HUSBAND AND WIFE WITH LIFE ESTATE RESERVED BY JAMES HAROLD VICK AND JEANETTE W
VICK
7517 CHELSEA RD
COLUMBIANA, AL 35051

LENDER: BRYANT BANK
ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF ALABAMA
21290 HIGHWAY 25
COLUMBIANA, AL 35051

BACKGROUND. Mortgagor and Lender entered into a Security Instrument dated 09-21-2007 and recorded on 10-15-2007. The Security Instrument was recorded in the records of SHELBY County, Alabama at INSTRUMENT #2007015000477980. The property is located in SHELBY County at 7517 CHELSEA ROAD, COLUMBIANA, AL 35051.

Described as:
SEE ATTACHED EXHIBIT "A"

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 6/4/2008 IN THE NAME OF DONALD BLACK AND BRENDA V BLACK IN THE AMOUNT OF \$140,000.00

MAXIMUM OBLIGATION LIMIT. The total principal amount secured by the Security Instrument at any one time will not exceed \$140,000.00 which is a \$40,000.00 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.

Donald Black 6-4-08 (Seal)
 (Signature) DONALD BLACK (Date)

Brenda V. Black 6-4-08 (Seal)
 (Signature) BRENDA V. BLACK (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 DONALD BLACK, BRENDA V. BLACK, HUSBAND AND WIFE WITH LIFE ESTATE RESERVED BY JAMES HAROLD VICK AND JEANETTE W VICK 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 4TH day of JUNE, 2008.

My commission expires:

(Seal)

CATHY INGRAM
 Notary Public, State of Alabama
 Alabama State At Large
 My Commission Expires
 July 25, 2009

Cathy Ingram
 (Notary Public)



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Exhibit "A"

Commence at the Northwest corner of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 14, Township 20, Range 1 West and run South along the West line of said forty 370 feet to the point of beginning of the land herein conveyed; thence continue South along said forty line 200 feet; thence East and parallel with the North line of said forty to the West line of said Pumpkin Swamp Road (being also know as Columbiana -Chelsea paved road); thence run along same North 230 feet; thence run West and parallel to the North line of said forty acres to the West line of said forty, being the point of beginning; situated in Shelby County, Alabama.

And

Commence at the Northwest corner of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 14, Township 20, Range 1 West and run South along the West line of said forty 236 feet to the point of beginning of the land herein conveyed; thence continue South along said West forty acre line 134 feet to the Northwest corner of a lot heretofore conveyed to J. H. Vick; thence run East along the North line of said Vick lot to the West line of Pumpkin Swamp Road (being also known as Columbiana-Chelsea paved road); thence run North along the West line of said road right of way 104 feet; thence run Westerly to the West line of said Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ to the point of beginning; being situated in Shelby County, Alabama.



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