

This instrument was prepared by

BRYANT BANK (name)

21290 HIGHWAY 25 COLUMBIANA AL 35051 (address)

20110929000288000 1/3 \$48.00  
Shelby Cnty Judge of Probate, AL  
09/29/2011 11:01:40 AM FILED/CERT

\_\_\_\_\_ 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 09-01-2011.  
The parties and their addresses are:

**MORTGAGOR:** GLEN JOINER, A MARRIED MAN  
2866 JOINERTOWN ROAD  
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 07-12-2011 and recorded on 08-15-2011. The Security Instrument was recorded in the records of SHELBY County, Alabama at INST 20110815000240030. The property is located in SHELBY County at 306 NORTH MAIN STREET, COLUMBIANA, AL 35051.

Described as:  
SEE ATTACHED EXHIBIT "A"

THIS DOES NOT CONSTITUTE THE HOMESTEAD OF THE MORTGAGOR


GLEN JOINER AND GLEN A JOINER ARE ONE AND THE SAME PERSON

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**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 9/1/2011 IN THE AMOUNT OF \$80,000.00

MORTGAGE TAXES PAID ON \$20,000.00

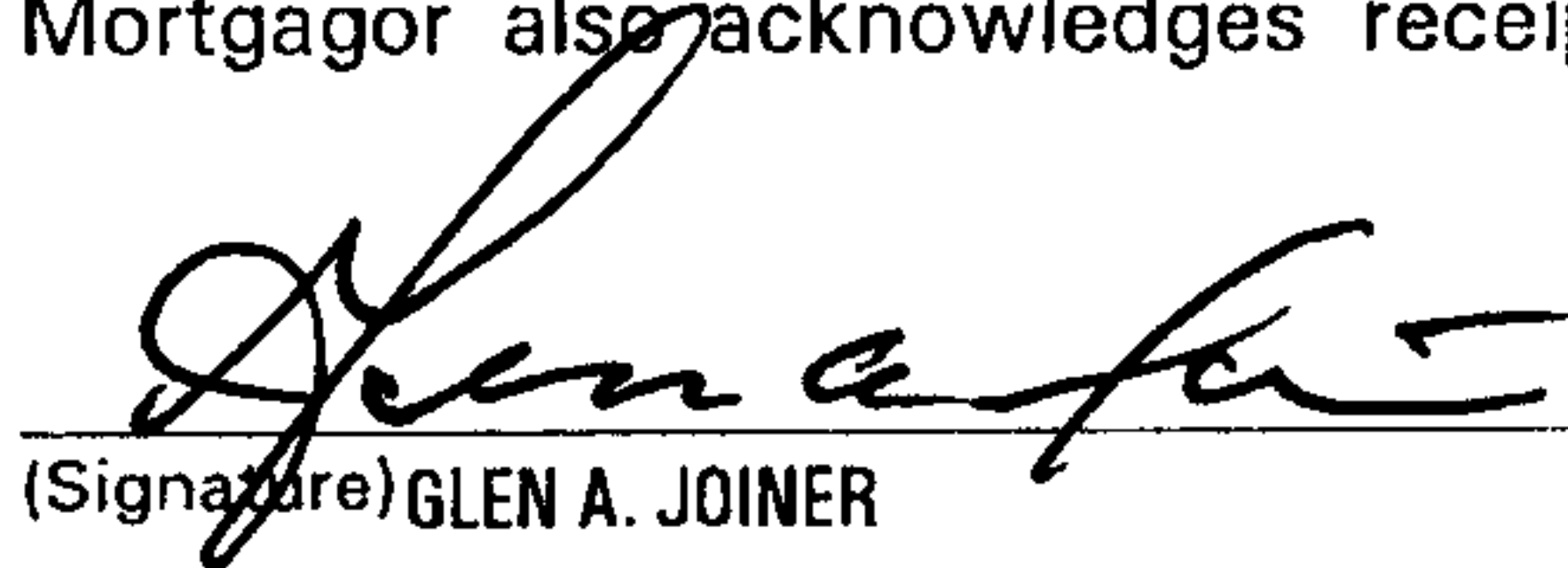
  
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☒ **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by the Security Instrument at any one time will not exceed \$80,000.00 ☒ which is a \$20,000.00 ☒ increase ☐ decrease in the total principal amount secured. This limitation of amount 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) GLEN A. JOINER (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 GLEN A. JOINER, A MARRIED 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 1ST day of SEPTEMBER, 2011.  
My commission expires:  
(Seal)

  
\_\_\_\_\_  
(Notary Public)



## EXHIBIT A

### PARCEL I:


A certain lot in the Town of Columbiana, more particularly described as follows:

Beginning at the NE corner of Section 26, Township 21 Range 1 West and run thence along the section line South 87 degrees, West to the western line or margin of Main Street; thence South 84 degrees 30 minutes West 414.5 feet to an alley between the property herein conveyed and the B. J. Owens property; thence South 3 degrees East along the eastern margin of said alley 68 feet to the northwest corner of the H. H. Bearden lot; thence North 87 degrees East along the North line of the H. H. Bearden lot 414 feet to the West line or margin of Main Street; thence North 3 degrees West along the West line or margin of Main Street, 86 feet to the point of beginning; being situated in Shelby County, Alabama.

LESS AND EXCEPT: a certain lot in the Town of Columbiana, Alabama, more particularly described as follows: Beginning at the northeast corner of Section 26, Township 21, Range 1 West, and run thence along the section line South 87 degrees West to the western line or margin of Main Street; thence South 84 degrees 30 minutes West 214.5 feet to the point of beginning; thence continue 200 feet to an alley between the property herein conveyed and the B. J. Owens property; thence South 3 degrees East along the eastern margin of said alley 68 feet to the northwest corner of the H. H. Bearden lot; thence North 87 degrees East along the North line of the H. H. Bearden lot 200 feet; thence run North 76 feet, more or less, to the point of beginning; being situated in Shelby County, Alabama.

### PARCEL II:

Commence at the Southeast corner of Section 23, Township 21 South, Range 1 West, (Iron Bar found in place); thence run westerly along the South boundary line of said Section 23 a distance of 461.08 feet to a point on the western margin of Main Street, Columbiana, Alabama, which is the point of beginning of the parcel of land herein described; thence continue along said section line a distance of 214.5 feet; thence turn to the right and run North to the North line of the land described in deed recorded in Real Book 223, Page 162, in the Probate Office of Shelby County, Alabama; thence turn right and run easterly along the North line of said land to a point on the above mentioned western margin of Main Street; thence turn an angle of 92 degrees 02 minutes 57 seconds to the right and run southerly along said western margin a distance of 13.88 feet to the point of beginning. Said parcel is lying in the SE ¼ of the SE ¼ of Section 23, Township 21 South, Range 1 West.

  
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