This instrument	t was prepared by		
BRYANT BANK 21290 HIGHWAY 25 COLUMBIANA AL 35051		(name)	
		(address)	
S	tate of Alabama ———		— Space Above This Line For Recording Data
	M	ODIFICATION OF	MORTGAGE
	RTIES. The date of this their addresses are:	s Real Estate Modification	n (Modification) is <u>05-03-2013</u>
MORTGAGO	OR: MICHAEL W. AVERY AND EM 161 HIGHWAY 431 WILSONVILLE, AL 35186	IILY KAY AVERY, HUSBAND AND WIFE	
LENDER:	BRYANT BANK ORGANIZED AND EXISTING (21290 HIGHWAY 25 COLUMBIANA, AL 35051	UNDER THE LAWS OF THE STATE OF A	LABAMA
BACKGROUND recorded on 04-1 SHELBY	6-2008		ity Instrument dated <u>04-01-2008</u> and e Security Instrument was recorded in the records of
	located in SHELBY	TIGDOTTO GCINOT WZDOCO TO TO CO	County at 161 HIGHWAY 431, WILSONVILLE, AL 35186
Described as: SEE ATTACHED EXHIB	IT "A"		
			20130605000230510 1/6 \$27.90 20130605000230510 1/6 \$27.90 Shelby Cnty Judge of Probate, AL 06/05/2013 03:24:15 PM FILED/CERT

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 5/2/2013 IN THE AMOUNT OF \$35792.20

MODIFICATION TO ADD MORTGAGE RIDER AND INCREASE MORTGAGE AMOUNT

IF THE PROPERTY DESCRIBED IN SECTION 2 OF THE MORTGAGE DATED 4/1/2008 IS MY PRINCIPAL RESIDENCE OR BECOMES MY PRINCIPAL RESIDENCE WHILE THIS MORTGAGE IS IN EFFECT (COLLECTIVELY, "HOMESTEAD PROPERTY"), I HEREBY WAIVE ANY AND ALL HOMESTEAD RIGHTS AND EXEMPTIONS IN THE HOMESTEAD PROPERTY AS GRANTED UNDER THE CONSTITUTION AND LAWS OF THE STATE OF ALABAMA FOR AS LONG AS I OCCUPY THE HOMESTEAD PROPERTY AS A PRINCIPAL RESIDENCE.

will not exceed \$35,551.66 \times which is in the total principal amount secured. This limitation of a validly made pursuant to the Security Instrument. Also, terms of the Security Instrument to protect Lender's security Instrument.	a \$551.66 mount does not include interest an this limitation does not apply to a	I increase decrease do other fees and charges dvances made under the
WARRANTY OF TITLE. Mortgagor warrants that Mortgathe Security Instrument and has the right to grant, balaiso warrants that such same property is unencumbered.	rgain, convey, sell, and mortgage	the property. Mortgagor
CONTINUATION OF TERMS. Except as specifically a Instrument remain in effect.	amended in this Modification, all	terms of the Security
SIGNATURES: By signing below, Mortgagor agrees to Mortgagor also acknowledges receipt of a copy of the M	the terms and covenants contain lodification.	ned in this Modification.
(Signature) MICHAEL W. AVERY (Date)	Signature) EMILY KAY AVERY	5/3/13Seal) (Date)
(Signature) (Date)	(Signature)	(Seal) (Date)
(Signature) (Date)	(Signature)	(Seal) (Date)
(Witness as to all signatures)	(Witness as to all s	signatures)
ACKNOWLEDGMENT: STATE OF ALABAMA , CC (Individual) I, a notary public, hereby certify that MICHAEL W.	OUNTY OF Shelly AVERY: EMILY KAY AVERY, HUSBAND AND WIFE	} } ss.
conveyance, and who is/are known to me, active the contents of the conveyance, he/she/they date. Given under my hand this 3RD My commission expires:	whose name(s) is/are sign knowledged before me on this day executed the same voluntarily on	that, being informed of
(Seal)	√ \	\bigcap_{A}

WY COMMISSION EXPIRES APRIL 9, 2017

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Mortgage Rider

Lender
BRYANT BANK
21290 HIGHWAY 25
COLUMBIANA, AL 35051

Owner
MICHAEL W. AVERY; EMILY KAY AVERY

161 HIGHWAY 431, WILSONVILLE, AL 35186

Property Address: 161 HIGHWAY 431, WILSONVILLE, AL 35186

Mortgage Rider

This Mortgage Rider, dated _05-03-2013 is incorporated into and amends the mortgage, deed of trust, or security deed (the Security Instrument) of the same date. The Security Instrument covers the Property described above.

Secured Debt

Secured Debt. The Secured Debt and Future Advances (sometimes referred to as Secured Debts) section of the Security Instrument is amended to add the following sentence as the last sentence in the final paragraph:

This Security Instrument will not secure any other debt if Lender fails, with respect to that other debt, to fulfill any necessary requirements or limitations of Sections 18(s), 19(a), 32 or 35 of Regulation Z.

Escrow

Escrow for Taxes and Insurance. The Escrow for Taxes and Insurance section is revised to read as follows:

Escrow for Taxes and Insurance. As provided in a separate agreement, the Mortgagor or Grantor agrees to pay to Lender funds for taxes and insurance in escrow.

☐ Escrow for Taxes and Insurance. Mortgagor or Grantor will pay to Lender amounts for (a) yearly taxes and assessments on the Property which under the law may be superior to this Security Instrument, (b) yearly leasehold payments or ground rents (if any), (c) yearly premiums for hazard or property insurance, (d) yearly premiums for flood insurance (if any), and (e) yearly premiums for mortgage insurance (if any). Mortgagor or Grantor will pay those amounts to Lender unless Lender tells Mortgagor or Grantor, in writing, that Mortgagor or Grantor does not have to do so, or unless the law requires otherwise. Mortgagor or Grantor will make those payments at the times required by Lender.

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Lender will estimate from time to time Mortgagor or Grantor's yearly taxes, assessments, leasehold payments or ground rents and insurance premiums, which will be called the Escrow Items. Lender will use existing assessments and bills and reasonable estimates of future assessments and bills. The amounts that Mortgagor or Grantor pays to Lender for Escrow Items under this section will be called the Funds. Lender will collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Mortgagor or Grantor's escrow account under the federal Real Estate Settlement Procedures Act of 1974 (as amended), unless another law that applies to the Funds sets a lesser amount. If so, Lender will collect and hold Funds in the lesser amount.

Lender will keep the Funds in a savings or banking institution which has its deposits or accounts insured or guaranteed by a federal or state agency. If Lender is such an institution, Lender may hold the Funds. Lender will use the Funds to pay the Escrow Items. Lender will give Mortgagor or Grantor, without charge, an annual accounting of the Funds. That accounting must show all additions to and deductions from the Funds and the reason for each deduction.

Lender may not charge Mortgagor or Grantor for holding or keeping the Funds, for using the Funds to pay Escrow Items, for analyzing Mortgagor or Grantor's payments of Funds, or for receiving, verifying and totaling assessments and bills. However, Lender may charge Mortgagor or Grantor for these services if Lender pays Mortgagor or Grantor interest on the Funds

and if the law permits Lender to make such a charge. Lender may require Mortgagor or Grantor to pay a one-time charge for an independent real estate tax reporting service used by Lender in accordance with the Secured Debts, unless applicable law provides otherwise. Lender will not be required to pay Mortgagor or Grantor any interest or earnings on the Funds unless either (i) Lender and Mortgagor or Grantor agree in writing, at the time Mortgagor or Grantor signed this Security Instrument, that Lender will pay interest on the Funds; or (ii) the law requires Lender to pay interest on the Funds.

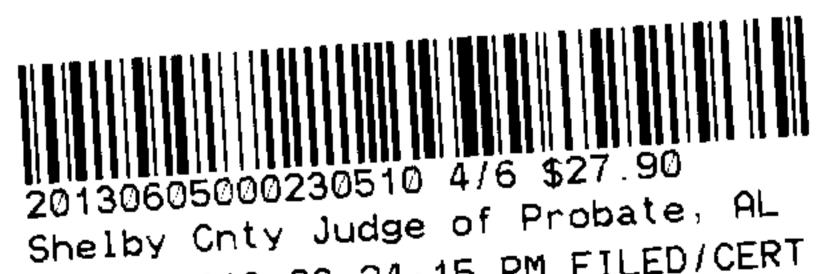
If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender will account to borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may notify borrower in writing, and, in such case, borrower will pay to Lender the amount necessary to make up the shortage or deficiency. Borrower shall make up the shortage or deficiency as Lender directs, subject to the requirements of applicable law.

If, by reason of any default under this Security Instrument, Lender declares all Secured Debts due and payable, Lender may then apply any Funds against the Secured Debts.

When Mortgagor or Grantor has paid all of the sums secured, Lender will promptly refund to Mortgagor or Grantor any Funds that are then being held by Lender.

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Signatures The Undersigned agree to the terms	
Signatures. The Undersigned agree to the terms contained in this Rider. Owner	
Date MICHAEL W. AVERY	EMILY KAY AVERY
(Seal)	(Seal)
5/3/13 Date	<u>573/13</u> Date
(Seal)	(Seal)
Refer to the attached Signature Addendum for additional parties and signatures.	
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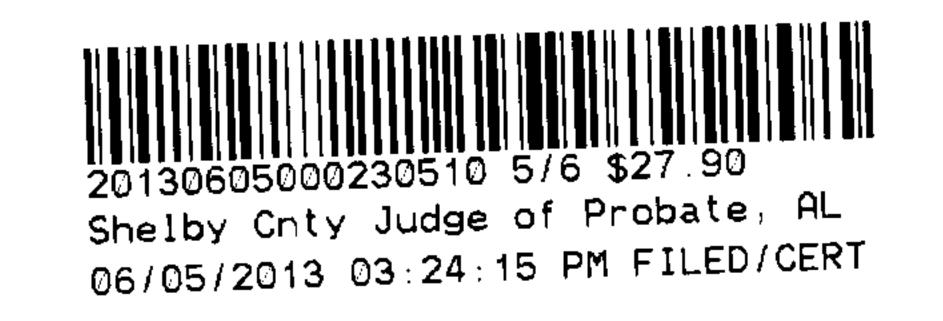


EXHIBIT A

Commence at the Southeast corner of Section 3, Township 21 South, Range 1 East; thence run westerly along the south boundary of said Section 3 for 3347.98 feet; thence turn an angle of 89 degrees 05 minutes 28 seconds to the right and run northerly for 871.94 feet to a point being the point of beginning of the parcel of land herein conveyed; thence continue along the last described course for 200.00 feet to a point; thence turn an angle of 90 degrees 00 minutes to the left and run 245.00 feet to a point; thence turn an angle of 90 degrees 00 minutes to the left and run 200.00 feet to a point; thence turn an angle of 90 degrees 00 minutes to the left and run 200.00 feet to a point; thence turn an angle of 90 degrees 00 minutes to the left and run 245.00 feet to the point of beginning.

Said parcel is lying in the West 1/2 of the Southeast 1/4 of the Southwest 1/4 of Section 3, Township 21 South, Range 1 East.

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