



20140523000157550 1/4 \$74.00
Shelby Cnty Judge of Probate, AL
05/23/2014 01:44:54 PM FILED/CERT

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This instrument was prepared by Loan Department, Southern States Bank, 7 Office Park Circle, Birmingham, AL 35223

MODIFICATION OF MORTGAGE

DATE AND PARTIES. The date of this Real Estate Modification (Modification) is May 21, 2014. The parties and their addresses are:

MORTGAGOR:

PAUL COMER

Spouse of TARAYN COMER

110 HWY 13

HELENA, AL 35080

TARAYN COMER

Spouse of PAUL COMER

110 HWY 13

HELENA, AL 35080

LENDER:

SOUTHERN STATES BANK

Organized and existing under the laws of Alabama

7 Office Park Circle

Birmingham, AL 35223

1. BACKGROUND. Mortgagor and Lender entered into a security instrument dated November 6, 2013 and recorded on November 8, 2013 (Security Instrument). The Security Instrument was recorded in the records of Shelby County, Alabama at Instrument Number 20131108000441540 in the amount of \$155,000.00 and covered the following described Property:

Lot 1, according to the Survey of Comer Subdivision, as recorded in Map Book 43, page 97, in the Probate Office of Shelby County, Alabama.

The property is located in Shelby County at 2201 Hwy 93, Hoover, Alabama 35080.

PAUL COMER

Alabama Real Estate Modification

AL/4ABARNHIL00000000000674011N

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2. MODIFICATION. For value received, Mortgagor and Lender agree to modify the Security Instrument as provided for in this Modification.

The Security Instrument is modified as follows:

A. Maximum Obligation Limit. The maximum obligation provision of the Security Instrument is modified to read:

(1) Maximum Obligation Limit. The total principal amount secured by this Security Instrument at any one time and from time to time will not exceed \$189,000.00. Any limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

B. Secured Debt. The secured debt provision of the Security Instrument is modified to read:

(1) Secured Debts and Future Advances. The term "Secured Debts" includes and this Security Instrument will secure each of the following:

(a) Specific Debts. The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note or other agreement, No. 500027986, dated November 6, 2013, from PAUL COMER (Borrower) to Lender, with a modified loan amount of \$189,000.00.

(b) Future Advances. All future advances from Lender to PAUL COMER under the Specific Debts executed by PAUL COMER in favor of Lender after this Security Instrument. If more than one person signs this Security Instrument, each agrees that this Security Instrument will secure all future advances that are given to PAUL COMER either individually or with others who may not sign this Security Instrument. All future advances are secured by this Security Instrument even though all or part may not yet be advanced. All future advances are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future advances in any amount. Any such commitment must be agreed to in a separate writing. In the event that Lender fails to provide any required notice of the right of rescission, Lender waives any subsequent security interest in the Mortgagor's principal dwelling that is created by this Security Instrument. This Modification will not secure any other debt if Lender fails, with respect to that other debt, to fulfill any necessary requirements or conform to any limitations of Regulations Z and X that are required for loans secured by the Property.

(c) All Debts. All present and future debts from PAUL COMER to Lender, even if this Security Instrument is not specifically referenced, or if the future debt is unrelated to or of a different type than this debt. If more than one person signs this Security Instrument, each agrees that it will secure debts incurred either individually or with others who may not sign this Security Instrument. Nothing in this Security Instrument constitutes a commitment to make additional or future loans or advances. Any such commitment must be in writing. In the event that Lender fails to provide any required notice of the right of rescission, Lender waives any subsequent security interest in the Mortgagor's principal dwelling that is created by this Security Instrument. This Security Instrument will not secure any debt for which a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. This Security Instrument will not secure any debt for which a security interest is created in "margin stock" and Lender does not obtain a "statement of purpose," as defined and required by federal law governing securities. This Modification will not secure any other debt if Lender fails, with respect to that other debt, to fulfill any necessary requirements or conform to any limitations of Regulations Z and X that are required for loans secured by the Property.

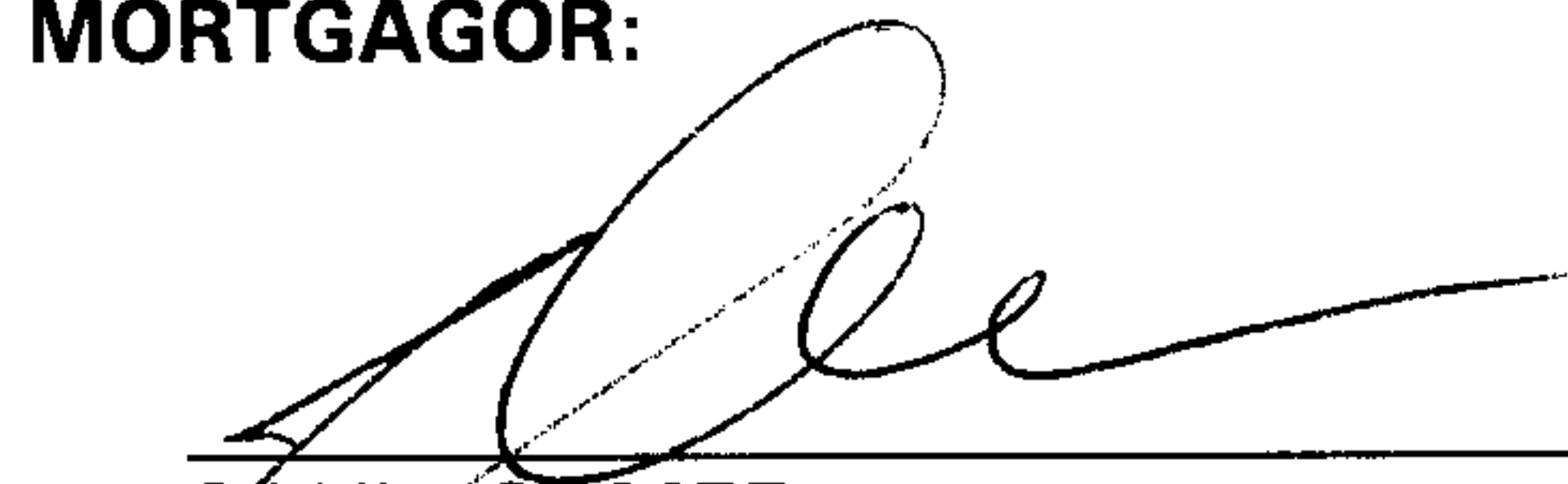
(d) Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

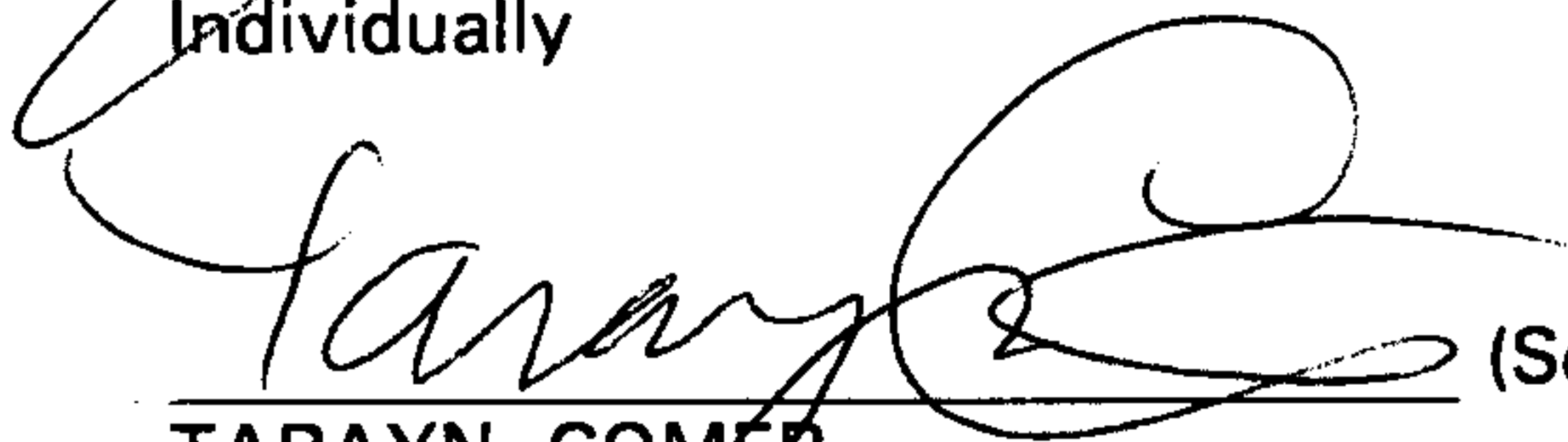
3. WARRANTY OF TITLE. Mortgagor warrants that Mortgagor continues to be lawfully seized of the estate conveyed by the Security Instrument and has the right to grant, bargain, convey, sell and mortgage with the power of sale the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.

4. CONTINUATION OF TERMS. Except as specifically amended in this Modification, all of the terms of the Security Instrument shall remain in full force and effect.

SIGNATURES. By signing under seal, Mortgagor agrees to the terms and covenants contained in this Modification. Mortgagor also acknowledges receipt of a copy of this Modification.

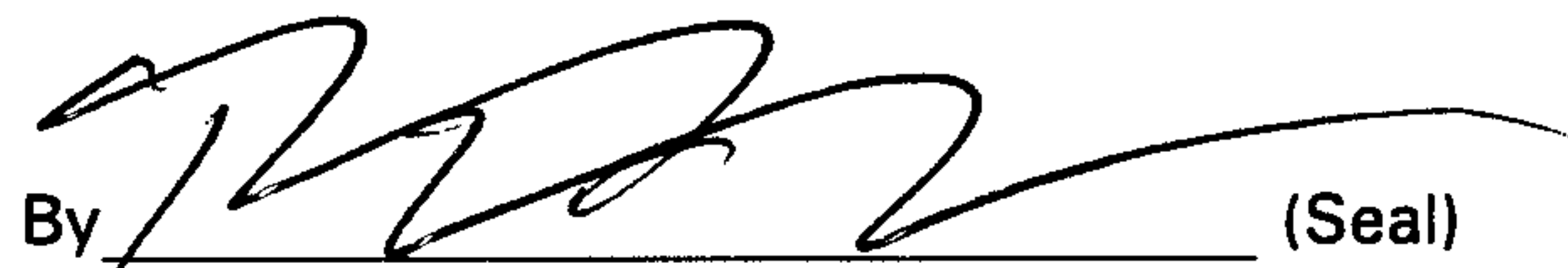
MORTGAGOR:

 (Seal)
PAUL COMER
Individually

 (Seal)
TARAYN COMER
Individually

LENDER:

Southern States Bank


By  (Seal)
Patrick Cushman, President Jefferson County

ACKNOWLEDGMENT.


STATE OF ALABAMA, COUNTY OF JEFFERSON ss.

I, the undersigned authority, a notary public, hereby certify that PAUL COMER , spouse of TARAYN COMER, and TARAYN COMER , spouse of PAUL COMER, whose name(s) is/are signed to the foregoing instrument, and who is/are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she/they executed the same voluntarily on the day the same bears date. Given under my hand this 21st day of May, 2014.

My commission expires:


(Notary Public)

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES JUNE 28TH 2017


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(Lender Acknowledgment)

STATE OF ALABAMA, COUNTY OF JEFFERSON ss.

I, the undersigned authority, a notary public, in and for said County in said State, hereby certify that Patrick Cushman, whose name(s) as President Jefferson County of Southern States Bank, a corporation, is/are signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she/they, as such officer(s) and with full authority, executed the same voluntary for and as the act of said corporation. Given under my hand this the 21st day of May, 2014.

My commission expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES JUNE 28TH, 2017



(Notary Public)

Loan origination organization Southern States Bank

NMLS ID 410611

Loan originator Gary Patrick Cushman

NMLS ID 491814


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