

RECORDATION REQUESTED BY:

SouthTrust Bank
Oak Mountain 345
2261 Highway 31 South
Pelham, AL 35124

WHEN RECORDED MAIL TO:

SouthTrust Bank, Loan Operations
Mortgage Recording - File Management
P O Box 2233
Birmingham, AL 35201

SEND TAX NOTICES TO:

RITA BONNELL
D. CRAIG BONNELL
5206 SOUTH SHADES CREST R
BESSEMER, AL 35022

Inst # 2002-06561

02/07/2002-06561
10:42 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE
003 CH 116.00

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE



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THIS MODIFICATION OF MORTGAGE dated October 18, 2016, is made and executed between RITA BONNELL and D. CRAIG BONNELL; HUSBAND AND WIFE, AS JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP (referred to below as "Grantor") and SouthTrust Bank, whose address is 2261 Highway 31 South, Pelham, AL 35124 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated May 22, 1996 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

MORTGAGE RECORDED 08/29/1996 IN INSTRUMENT 1996-28382 IN SHELBY COUNTY.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in SHELBY County, State of Alabama:

See SEE EXHIBIT A, which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 5206 SOUTH SHADES CREST R, BESSEMER, AL 35022.

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

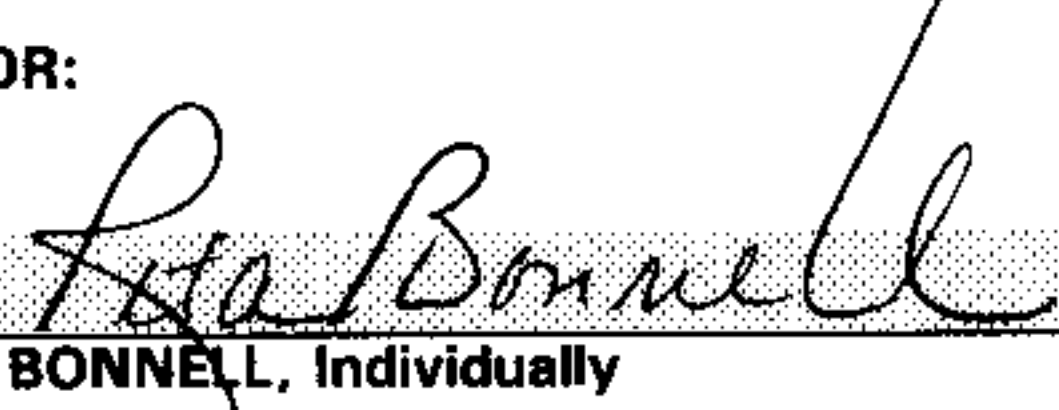
INCREASE MORTGAGE FROM \$34,000.00 TO \$100,000.00. FOR MORTGAGE TAX PURPOSES, THIS LINE WAS INCREASED BY \$66,000.00.

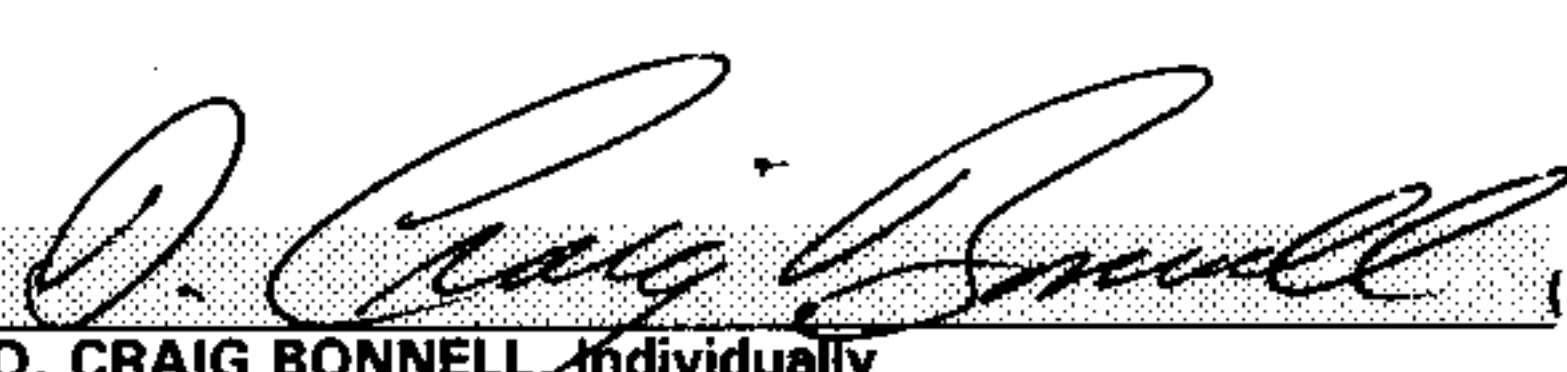
CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

ATTACHED LEGAL DESCRIPTION. An exhibit, titled "LEGAL DESCRIPTION," is attached to this Modification and by this reference is made a part of this Modification just as if all the provisions, terms and conditions of the Exhibit had been fully set forth in this Modification.

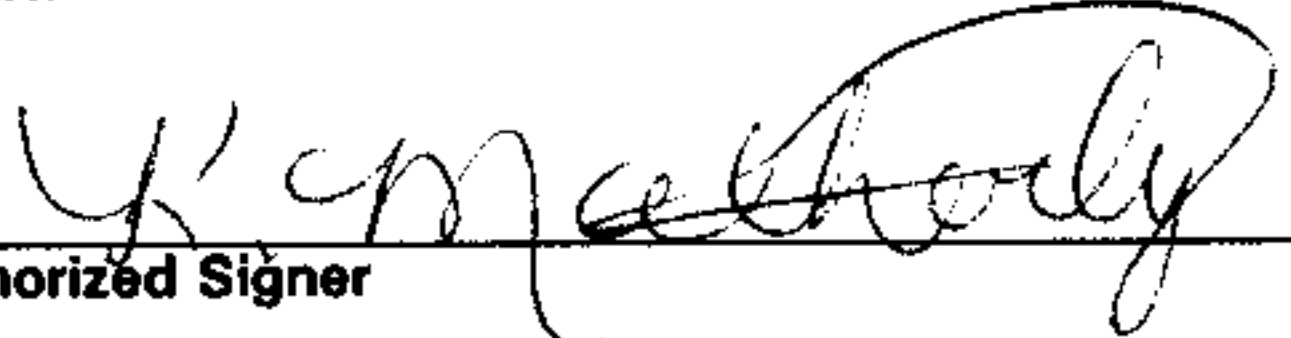
GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED OCTOBER 18, 2016. THIS MODIFICATION IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MODIFICATION IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

GRANTOR:

X  (Seal)
RITA BONNELL, Individually

X  (Seal)
D. CRAIG BONNELL, Individually

LENDER:

X  (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: KAY MANASCO, Loan Processor
Address: 234 Goodwin Crest Drive 5th Floor
City, State, ZIP: Birmingham, AL 35209



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MODIFICATION OF MORTGAGE
(Continued)

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Shelby)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **RITA BONNELL and D. CRAIG BONNELL**, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of said Modification, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 18th day of October, 2001.
[Signature]
Notary Public

My commission expires 3-26-02

LENDER ACKNOWLEDGMENT

STATE OF _____)
) SS
COUNTY OF _____)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that _____ a corporation, is signed to the foregoing and who is known to me, acknowledged before me on this day that, being informed of the contents of said , he or she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 18 day of _____, 20____.

Notary Public

My commission expires _____

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LEGAL DESCRIPTION

This LEGAL DESCRIPTION is attached to and by this reference is made a part of the Modification of Mortgage, dated October 18, 2016, and executed in connection with a loan or other financial accommodations between SOUTHTRUST BANK and RITA BONNELL and D. CRAIG BONNELL.

EXHIBIT A

COMMENCE AT THE NORTHWEST CORNER OF THE NW 1/4 OF THE SE 1/4 OF SECTION 28, TOWNSHIP 20 SOUTH, RANGE 4 WEST, SHELBY COUNTY, ALABAMA AND RUN THENCE SOUTHERLY ALONG THE WEST LINE OF SAID 1/4-1/4 SECTION A DISTANCE OF 1005.00 FEET TO THE POINT OF BEGINNING OF THE PROPERTY BEING DESCRIBED; THENCE CONTINUE ALONG LAST DESCRIBED COURSE A DISTANCE OF 210.00 FEET A POINT; THENCE TURN 49° 44 MINUTES 24 SECONDS LEFT AND RUN EAST-SOUTHEASTERLY A DISTANCE OF 280.25 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF SOUTH SHADES CREST ROAD (AKA SHELBY COUNTY ROAD NO 2); THENCE RUN 89° 41 MINUTES 17 SECONDS LEFT AND RUN NORTHWESTERLY ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 209.00 FEET TO A POINT; THENCE TURN 96° 58 MINUTES 37 SECONDS LEFT AND RUN NORTHWESTERLY A DISTANCE OF 419.94 FEET TO THE POINT OF BEGINNING.

THIS LEGAL DESCRIPTION IS EXECUTED ON OCTOBER 18, 2016.

GRANTOR:

X *Rita E. Bonnell* (Seal)
RITA BONNELL, Individually

AKA Rita Bonnell

X *D. Craig Bonnell* (Seal)
D. CRAIG BONNELL, Individually

LENDER:

X *K. Matherly* (Seal)
Authorized Signer

LASER PRO Lending, Ver. 5.17.01.05 Copr. Herland Financial Solutions, Inc. 1997, 2001. All Rights Reserved. - AL 5:\CFW\IN\CFR\PL\G201.FC TR-234978 PR-ALHELING

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