



20060926000477240 1/3 \$92.00
Shelby Cnty Judge of Probate, AL
09/26/2006 10:21:01AM FILED/CERT

This instrument was prepared by

✓ BRYANT BANK (name)

5319 US HWY 280 SOUTH, HOOVER, AL 35242 (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 09-06-2006.

The parties and their addresses are:

MORTGAGOR: RUSSELL BRYAN SHANAHAN AND BARBARA M. SHANAHAN, HUSBAND AND WIFE
97 CABELLO CIRCLE
CHELSEA, AL 35043


LENDER: BRYANT BANK
ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF ALABAMA
5319 US HIGHWAY 280
HOOVER, AL 35242

BACKGROUND. Mortgagor and Lender entered into a Security Instrument dated 02-27-2006 and recorded on 03-06-2006. The Security Instrument was recorded in the records of SHELBY County, Alabama at 20060306000104580.

The property is located in SHELBY County at 107 DICKERSON LANE, PELAHM, AL 35124.

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.)*



20060926000477240 2/3 \$92.00
Shelby Cnty Judge of Probate, AL
09/26/2006 10:21:01AM FILED/CERT

☒ **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by the Security Instrument at any one time will not exceed \$350,000.00 ☒ which is a \$50,000.00 ☒ 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) RUSSELL BRYAN SHANAHAN (Date) _____ (Seal)


(Signature) BARBARA M. SHANAHAN (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 Jefferson } ss.
(Individual) I, a notary public, hereby certify that RUSSELL BRYAN SHANAHAN; BARBARA M. SHANAHAN, HUSBAND AND WIFE
_____ 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 6TH day of SEPTEMBER, 2006.
My commission expires:

(Seal)

10/24/06


(Notary Public)



20060926000477240 3/3 \$92.00
Shelby Cnty Judge of Probate, AL
09/26/2006 10:21:01AM FILED/CERT

EXHIBIT "A"

Parcel I

A part of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 15, Township 20 South, Range 2 West and being more particularly described as follows: Commence at a $\frac{5}{8}$ " Rebar set by Weygand, being the Northwest corner of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 15, for a point of beginning. Thence run Southerly along the West line for 331.75 feet; thence turn 82 deg. 50 min. 41 sec. to the left and run Easterly for 607.11 feet; thence turn 57 deg. 30 min. 00 sec. to the left and run Northeasterly along the Northwestern side of Lake for 83.25 feet; thence turn 39 deg. 27 min. 36 sec. to the left and run Northerly for 330.54 feet to a point on the North line of said Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of said Section 15, Township 20 South, Range 2 West; thence turn 89 deg. 05 min. 03 sec. to the left and run Westerly along said North line for 656.76 feet to the point of beginning, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Parcel II

Also with rights to Ingress and Egress along a Non Exclusive Road Easement described as follows:

Commence at a $\frac{5}{8}$ " Rebar set by Weygand, being the Northwest corner of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 15, Township 20 South, Range 2 West; thence run Southerly along the West line for 331.75 feet to the point of beginning; thence continue along same line for 815.25 feet; thence turn 34 deg. 22 min. 10 sec. to the left and run Southeasterly for 108.60 feet to a point in the centerline of pavement of the extension of Dickerson Road; thence turn 128 deg. 18 min. 47 sec. to the left and run Northeasterly along the centerline of pavement for 40.0 feet; thence leaving said pavement turn 51 deg. 47 min. 22 sec. to the left and run Northwesternly for 76.34 feet; thence turn 34 deg. 28 min. 19 sec. to the right and run Northerly for 800.00 feet; thence turn 82 deg. 50 min. 41 sec. to the left and run Westerly for 30.24 feet to the point of beginning. ALSO with the right of Ingress and Egress along the extension of Pavement of Dickerson Road with its centerline being described as follows: Commence at a $\frac{5}{8}$ " Rebar set by Weygand, being the Northwest corner of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 15, Township 20 South, Range 2 West; thence run Southerly along the West line for 1146.97 feet; thence turn 34 deg. 22 min. 10 sec. to the left and run Southeasterly for 108.60 feet to a point in the centerline of pavement of the extension of said Dickerson Road and the point of beginning. Thence turn 51 deg. 41 min. 13 sec. to the right and run Southwesterly along the centerline of pavement for 48.12 feet to the point of beginning of a curve to the right, having an Intersecting Angle of 27 deg. 17 min. 49 sec. a Radius at its centerline of 193.48 feet; thence run Southwesterly along the Arc for 92.18 feet to its point of tangency and end of said easement of right of way, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.