

This instrument was prepared by

BRYANT BANK (name)

2700 CAHABA VILLAGE PLAZA MOUNTAIN BROOK AL 35243 (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 09-24-2008.
The parties and their addresses are:

MORTGAGOR: KEVIN H. HULSEY AND ASHLEY HULSEY, HUSBAND AND WIFE
101 SOUTHLEDGE
BIRMINGHAM, AL 35242

LENDER: BRYANT BANK
ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF ALABAMA
2700 CAHABA VILLAGE PLAZA
MOUNTAIN BROOK, AL 35243

BACKGROUND. Mortgagor and Lender entered into a Security Instrument dated 08-29-2008 and recorded on _____. The Security Instrument was recorded in the records of SHELBY County, Alabama at _____.
The property is located in SHELBY County at 101 SOUTHLEDGE, BIRMINGHAM, AL 35242.

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.)*

NOTE DATED 9/24/2008 IN THE NAME OF KEVIN H HULSEY IN THE AMOUNT OF \$156,000.00

☒ **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by the Security Instrument at any one time will not exceed \$156,000.00 ☒ which is a \$82,500.00 ☒ 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.

Kevin Hulsey 9-24-08 (Seal)
(Signature) KEVIN H. HULSEY (Date)

Ashley Hulsey 9-24-08 (Seal)
(Signature) ASHLEY HULSEY (Date)

(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 KEVIN H. HULSEY; ASHLEY HULSEY, 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 24TH day of SEPTEMBER, 2008.

My commission expires:

(Seal)

Connie L. Cawood
(Notary Public)

EXHIBIT "A"

Lot 1801, according to the Map of Highland Lakes, 18th Sector, Phase I, an Eddleman Community, as recorded in Map Book 26, Page 130, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Together with nonexclusive easement to use the private roadways, common areas, all as more particularly described in the Declaration of Easement and Master Protective Covenants for Highland Lakes, a Residential Subdivision, recorded as Instrument No. 1994-07111 and amended in Instrument No. 1996-17543 and further amended in Instrument No. 1999-31095 in the Probate Office of Shelby County, Alabama, and the Declaration of Covenants, Conditions and Restrictions for Highland Lakes, a Residential Subdivision, 18th Sector, Phase I, recorded as Instrument No. 2000-15021 in the Probate Office of Shelby County, Alabama (which, together with all amendments thereto, is hereinafter collectively referred to as, the "Declaration").


20081006000395000 3/3 \$140.75
Shelby Cnty Judge of Probate, AL
10/06/2008 02:16:13PM FILED/CERT