

This instrument was prepared by

BRYANT BANK (name)

5319 US HIGHWAY 280 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 09-26-2008.
The parties and their addresses are:

MORTGAGOR: RODNEY SHANE CLECKLER, A MARRIED MAN
750 ROCKY HOLLOW LANE
STERRETT, AL 35147

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

BACKGROUND. Mortgagor and Lender entered into a Security Instrument dated 07-13-2007 and recorded on 07-20-2007. The Security Instrument was recorded in the records of SHELBY County, Alabama at INSTRUMENT #20070720000339150. The property is located in SHELBY County at 52734 HIGHWAY 25, VANDIVER, AL 35176.

Described as:
SEE ATTACHED EXHIBIT "A"

THIS DOES NOT CONSTITUTE THE HOMESTEAD OF THE MORTGAGOR

RSC 

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 9/26/2008 IN THE NAME OF RODNEY SHANE CLECKLER AND STACEY CARPENTER CLECKLER IN THE AMOUNT OF \$100,000.00

☒ **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by the Security Instrument at any one time will not exceed \$100,000.00 ☒ which is a \$18,396.45 ☒ 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.

Rodney Shane Cleckler 9/26/08 (Seal)
(Signature) RODNEY SHANE CLECKLER (Date)

_____(Seal)
(Signature) (Date)

_____(Seal)
(Signature) (Date)

_____(Seal)
(Signature) (Date)

_____(Seal)
(Signature) (Date)

_____(Seal)
(Signature) (Date)

(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 RODNEY SHANE CLECKLER, A MARRIED MAN 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 26TH day of SEPTEMBER, 2008.
My commission expires:

(Seal)

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Oct 24, 2010
BONDED THRU NOTARY PUBLIC UNDERWRITERS

Kendall Mearl
(Notary Public)


20081006000395200 2/3 \$44.60
Shelby Cnty Judge of Probate, AL
10/06/2008 02:42:28PM FILED/CERT

Exhibit "A"

Commence at the Northeast corner of the Northeast quarter of the Northwest quarter of Section 14, Township 18 South, Range 1 East, Shelby County, Alabama; thence in a Westerly direction along the North line of said quarter-quarter run a distance of 530.96 feet; thence turn an angle of 43 degrees 23 minutes to the left for a distance of 457.81 feet; thence turn an angle of 90 degrees 00 minutes to the right for a distance of 10.00 feet; thence turn an angle of 90 degrees 00 minutes to the left for a distance of 646.96 feet to the point of beginning of the parcel to be described; thence from said point of beginning, continue along same said course a distance of 130.00 feet; thence turn an angle of 61 degrees 50 minutes to the left for a distance of 50.00 feet; thence turn an angle of 73 degrees 56 minutes to the left for a distance of 114.04 feet; thence turn an angle of 05 degrees 32 minutes 19 seconds to the left for a distance of 26.84 feet; thence turn an angle of 04 degrees 32 minutes 01 seconds to the left for a distance of 21.00 feet; thence turn an angle of 111 degrees 43 minutes 25 seconds to the left for a distance of 155.87 feet back to the point of beginning.

Situated in Shelby County, Alabama.


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