



20081229000477240 1/2 \$34.00
Shelby Cnty Judge of Probate, AL
12/29/2008 04:06:04PM FILED/CERT

This instrument was prepared by

BRYANT BANK (name)

21290 HIGHWAY 25, COLUMBIANA, ALABAMA 35051 (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 12-11-2008.
The parties and their addresses are:

MORTGAGOR: DONALD FOWLER AND SARAH C. FOWLER, HUSBAND AND WIFE
P.O. BOX 198
COLUMBIANA, AL 35051

LENDER: BRYANT BANK
ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF ALABAMA
21290 HIGHWAY 25
COLUMBIANA, AL 35051

BACKGROUND. Mortgagor and Lender entered into a Security Instrument dated 03-05-2008 & 4/22/08 * and recorded on 03-25-2008 & 5/2/08 *. The Security Instrument was recorded in the records of SHELBY County, Alabama at INSTRUMENT #20080325000120520 AND INSTRUMENT # 20080502000180760 *. The property is located in SHELBY County at 116 HIGHLAND DRIVE, COLUMBIANA, AL 35051.

Described as:
LOT 14, ACCORDING TO THE MAP OF HIGHLANDS SUBDIVISION, AS RECORDED IN MAP BOOK 5, PAGE 26, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

* Mortgage dated 9/2/08 and Recorded 9/24/08
* Instrument #20080924000377770

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.)*

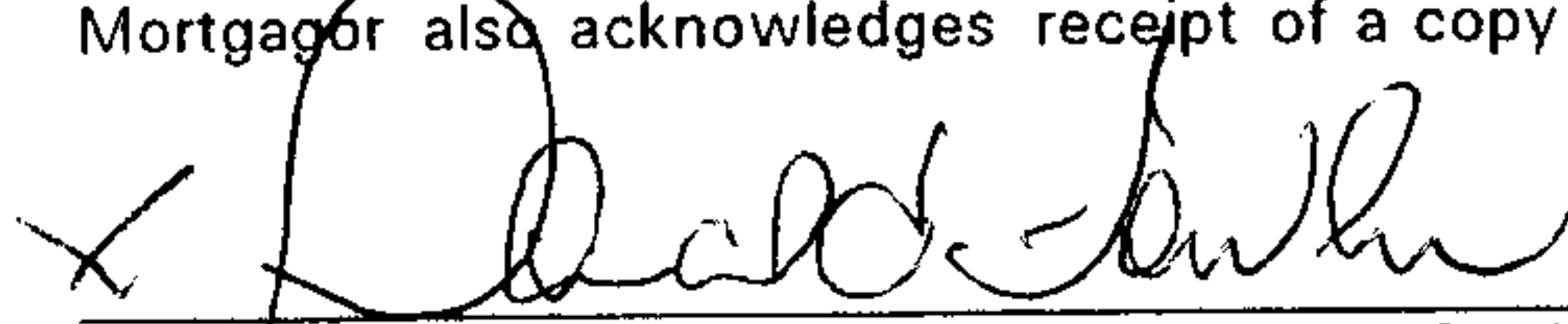
NOTE DATED 12/10/2008 IN THE AMOUNT OF \$112,000.00

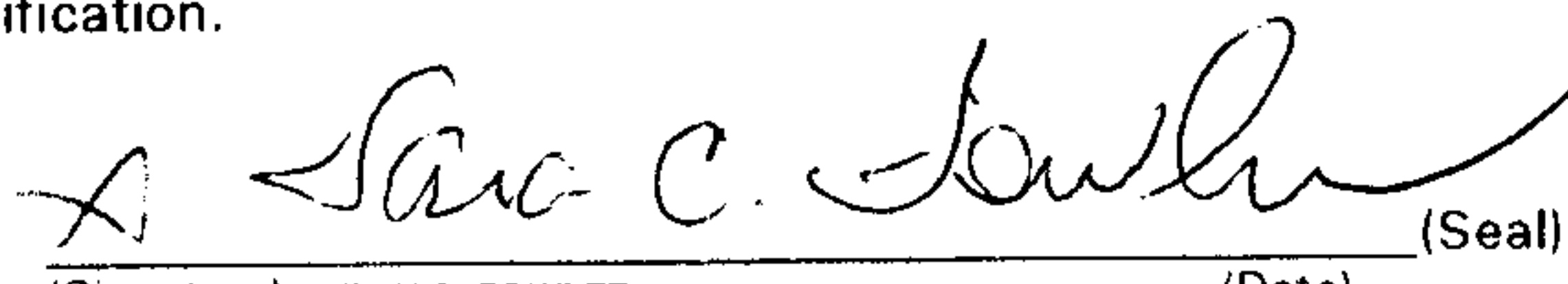
☒ **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by the Security Instrument at any one time will not exceed \$112,000.00 ☒ which is a \$12,000.00 ☒ increase ☐ decrease in the total principal amount secured. This limitation of amount does not include interest and other fees and charges 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.

 (Seal)
(Signature) DONALD FOWLER (Date)

 (Seal)
(Signature) SARAH C. FOWLER (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 Shelby } ss.

(Individual) I, a notary public, hereby certify that DONALD FOWLER; SARAH C. FOWLER, 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 11TH day of DECEMBER, 2008.

My commission expires:

(Seal)


(Notary Public)

MY COMMISSION EXPIRES MARCH 24, 2009


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