



20090121000019210 1/3 \$72.50
Shelby Cnty Judge of Probate, AL
01/21/2009 02:45:51PM 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 01-06-2009.
The parties and their addresses are:

MORTGAGOR: JERRY W. BARNES AND JANICE K. BARNES, HUSBAND AND WIFE
5568 HWY 61
WILSONVILLE, AL 35186

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 10-21-2008 and recorded on 11-06-2008. The Security Instrument was recorded in the records of SHELBY County, Alabama at INSTRUMENT #20081106000431090.
The property is located in SHELBY County at 5568 HIGHWAY 61, WILSONVILLE, AL 35186.

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 1/6/2009 IN THE AMOUNT OF \$97,000.00

☒ **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by the Security Instrument at any one time will not exceed \$97,000.00 ☒ which is a \$37,000.00 ☒ 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.

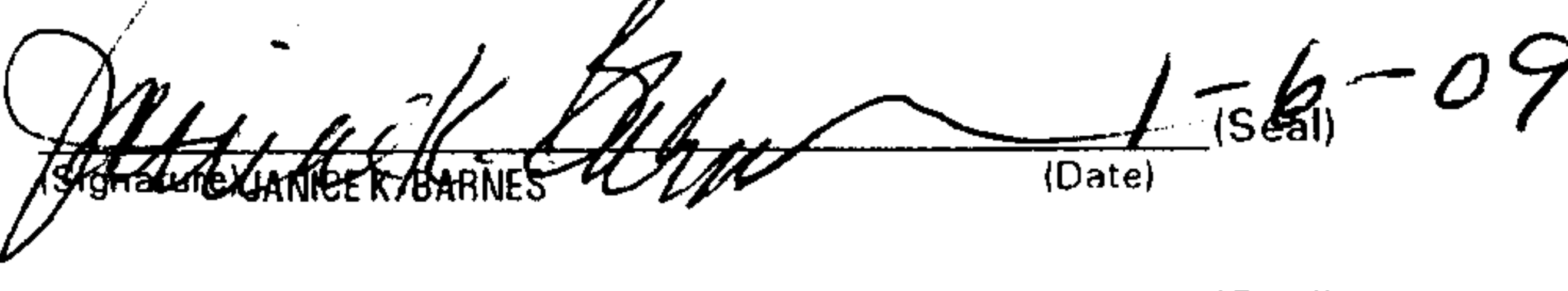
CONTINUATION OF TERMS. Except as specifically amended in this Modification, all terms of the Security Instrument remain in effect.

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) JERRY W. BARNES (Date) 1-6-09 (Seal)

(Signature) (Date) (Seal)

(Signature) (Date) (Seal)


(Signature) JANICE K. BARNES (Date) 1-6-09 (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 JERRY W. BARNES; JANICE K. BARNES, 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 JANUARY, 2009.
My commission expires:

(Seal)


(Notary Public)

MY COMMISSION EXPIRES MARCH 24, 2009
(page 2 of 2)


20090121000019210 2/3 \$72.50
Shelby Cnty Judge of Probate, AL
01/21/2009 02:45:51PM FILED/CERT

EXHIBIT A

Commence at the Southwest corner of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$, Section 22, Township 21 South, Range 1 East; thence run East along the South line of said $\frac{1}{4}$ - $\frac{1}{4}$ section a distance of 60.00 feet; thence turn a deflection angle of 91 degrees 02 minutes 30 seconds to the left and run a distance of 442.62 feet to point of beginning; thence continue in the same direction a distance of 200.00 feet; thence turn a deflection angle of 91 degrees 02 minutes 30 seconds to the right and run a distance of 325.00 feet; thence turn a deflection angle of 88 degrees 57 minutes 30 seconds to the right and run a distance of 200 feet; thence turn a deflection angle of 91 degrees 02 minutes 30 seconds to the right and run a distance of 325.00 feet to the point of beginning. Situated in the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$, Section 22, Township 21 South, Range 1 East, Shelby County, Alabama.

ALSO, the right to use the 60 foot easement for a roadway described as follows: A 60 foot easement for a roadway off the West side of the NE 14 of the SW $\frac{1}{4}$ and the S $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ lying South of Highway No. 61. Situated in Section 22, Township 21 South, Range 1 East, Huntsville Meridian, Shelby County, Alabama.


20090121000019210 3/3 \$72.50
Shelby Cnty Judge of Probate, AL
01/21/2009 02:45:51PM FILED/CERT