



20090305000079300 1/3 \$74.45
Shelby Cnty Judge of Probate, AL
03/05/2009 10:37:24AM FILED/CERT

This instrument was prepared by

ANNA TYLER _____ (name)

126 N NORTON AVE, SYLACAUGA, AL 35150 _____ (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 02-20-2009

The parties and their addresses are:

MORTGAGOR: BRANDON FINCHER AND MISTY FINCHER, HUSBAND & WIFE

15288 HIGHWAY 43

VANDIVER, AL 35176

LENDER:

SOUTHFIRST BANK-SYLACAUGA

ORGANIZED AND EXISTING UNDER THE LAWS OF THE UNITED STATES OF AMERICA

126 NORTH NORTON AVENUE

P.O. BOX 167 SYLACAUGA, AL 35150

BACKGROUND. Mortgagor and Lender entered into a Security Instrument dated 10-05-2007 and recorded on 10-23-2007.

The Security Instrument was recorded in the records of SHELBY County, Alabama at PROBATE OFFICE OF SHELBY COUNTY

The property is located in SHELBY County at HIGHWAY 483, VINCENT, AL 35170

Described as:

SEE ATTACHED SCHEDULE C

FEB-20-2009 09:33

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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.)*

MODIFICATION FOR BRANDON & MISTY FINCHER IN THE AMOUNT OF \$38,273.16 AT A FIXED RATE OF 9% EXTENDING ONE PAYMENT WITH A NEW MATURITY DATE OF NOVEMBER 4, 2017.

☐ **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by the Security Instrument at any one time will not exceed \$ _____ ☐ which is a \$ _____ ☐ 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.

Brandon H. Fincher 2/20/09 (Seal)
(Signature) BRANDON FINCHER (Date)

Misty Fincher 2/20/09 (Seal)
(Signature) MISTY FINCHER (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 BRANDON FINCHER, MISTY FINCHER, HUSBAND & 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 20TH day of FEBRUARY, 2009.

My commission expires: MY COMMISSION EXPIRES
(Seal) SEPTEMBER 14, 2011

Anna Wilson
(Notary Public)

