205

To:205 926 4053

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205 926 4053 P

P.**02/08**

FEB-20-2009 09:33 FIRST FEDERAL

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

MORTGAGOR: BRANDON FINCHER AND MISTY FINCHER, HUSBAND & WIFE

15288 HIGHWAY 43 VANDIVER, AL 35176

The parties and their addresses are:

LENDER:

SOUTHFIRST BANK-SYLACAUGA

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

DATE AND PARTIES. The date of this Real Estate Modification (Modification) is 02-20-2009

126 NORTH NORTON AVENUE

P.O. BOX 167 SYLACAUGA, AL 35150

BACKGROUND. Mortgagor	and Lender er	ntered into a	Security	Instrument	dated	10-05-2007	and
recorded on 10-23-2007	· · · · · ·		The S	ecurity Inst	rument	was recorded in th	ne recor ds of
	County, Alabar						
The property is located in §	HELBY			Cou	inty at	HIGHWAY 483 VINCENT, A	L 35178

Described as:

SEE ATTACHED SCHEDULE C

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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 horrower'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 BATE 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		
validly m	ade pursuant to the Sec	urity Instrument. Also,	this limitation does not app	rest and other fees and charges ly to advances made under the		
	the Security Instrument Instrument.	to protect Lender's secu	urity and to perform any of	the covenants contained in the		
WARRAN	JTY OF TITLE Mortageo	r Warrants that Mortoac	or is or will be lawfully se	ized of the estate conveyed by		
the Secu	rity Instrument and has	the right to grant, bard		tgage the property. Mortgagor		
CONTINU	JATION OF TERMS. Ex at remain in effect.	cept as specifically as	mended in this Modification	on, all terms of the Security		
SIGNATU Mortgago	JRES: By signing below, or also acknowledges rec	, Mortgagor agrees to eipt of a copy of the Mo	the terms and covenants dification.	contained in this Modification.		
			101 h	1 1		
De La	malon A. two	her 2/20/1(Seal)	Muhy Incher Signature Masty FINCHER	2 20 09 (Seal)		
(Signature)	ERANDON FINCHER	(Dave)	(Signature) MSTY FINCHER	(Date)		
		(Seal)		(Seal)		
(Signature)		(Date)	(Signature)	(Date)		
		(Seal)		(Seal)		
(Signature)		(Date)	(Signature)	(Darte)		
(Witness as to all signatures;			(Witness as to all signatures)			
A C K A I O IA	/LEDGMENT:					
ACKING VV	STATE OF ALABAMA	, COI	JNTY OF SHELBY			
(Individual)			HEB: MISTY FINCHER, HUSBAND & WIFE	·		
				are signed to the foregoing		
				his day that, being informed of ily on the day the same bears		
	date. Given under my h	and this 20TH	day of FEBRUARY 2	009		
	My commission expires	: MY COMMISSION EXPI	RES			
	(Se al)	SEPTEMBER 14, 201		Whom I		
				(Notary Public)		
				/ \		

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COT-03-2007 15:27

WALTON MORTGAGE INC.

FIRST FEDERAL

P.OE

First American Title Insurance Company

Commitment Number: 205008 (REV. 1)

SCHEDULE C PROPERTY DESCRIPTION

The land referred to in this Commitment is described as follows:

Commence at the Northeast corner of Section 26, Township 19 South, Range 2 East, Shelby County, alabama; thence run North 69 degrees 31 minutes 60 seconds West a distance of 764.96 feet; thence South 0 degrees 60 minutes 60 seconds east a distance of 9.81 feet to a 1/2" rebar and the POINT OF BEGINNING on the southerly right of way line of Shelby County Highway No. 85; thence North 88 degrees 59 minutes 40 seconds West, along said road right of way line for a distance of 342.25 feet to right of way marker and the point of curvature of 8 tangent curva, concave to the North, having a radius of 754.73 feet and a central angle of 7 degrees 07 minutes 52 seconds; thence West along said curve a distance of 93.93 feet to a 1/2" rebar; thence North 89 degrees 31 minutes 00 seconds West a distance of 84.74 feet to a 1/2" rebar; thence South 53 degrees 48 minutes 32 seconds West a distance of 26.42 feet to a concrete right of way marker and the intersection of the East right of way line of Shelby County Road No. 463; thence South 2 degrees 16 minute 16 seconds West along said road right of way line for a distance of 622.59 feet to a 1/2" rebar thence North 90 degrees 00 minutes 00 seconds East a distance of 566.50 feet to an OAK/TREE; thence North 0 degrees 00 minutes 01 seconds West a distance of 50.50 feet to an OAK/TREE; thence North 0 degrees 00 minutes 01 seconds West a distance of 50.50 feet to an OAK/TREE; thence North 0 degrees 00 minutes 01 seconds West a distance of 50.50 feet to the POINT OF BEGINNING; being siutated in Shelby County, Alabama.

(2) Mity Mucha

Brondon H. Emshen

RECORDER'S MEMORANDUM At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction.

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ALTA Commilation

(205008.FFD/205008/13)