

This instrument was prepared by

BRYANT BANK (name)

21290 HIGHWAY 25 COLUMBIANA AL 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 02-19-2010.  
The parties and their addresses are:

**MORTGAGOR:** UNION BAPTIST CHURCH INC OF COLUMBIANA ALABAMA, .  
1910 HWY 47  
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 05-28-2008 and recorded on 06-05-2008. The Security Instrument was recorded in the records of SHELBY County, Alabama at INS #20080605000229130.  
The property is located in SHELBY County at 1910 HIGHWAY 47 AND 5 ACRES, COLUMBIANA, AL 35051.

Described as:  
SEE ATTACHED EXHIBIT "A"



20100224000055920 1/3 \$99.50  
Shelby Cnty Judge of Probate, AL  
02/24/2010 02:24:20 PM FILED/CERT

**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 2/19/2010 IN THE AMOUNT OF \$330,101.86

TAXES PAID ON \$25,849.17

☒ **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by the Security Instrument at any one time will not exceed \$330,101.86 ☒ which is a \$55,000.00 ☒ 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.

UNION BAPTIST CHURCH INC OF COLUMBIANA ALABAMA

*Frieda Abrams* member (Seal)  
(Signature) FRIEDA ABRAMS, FINANCE COMMITTEE MEMBER (Date)

*Eddie Buie* member (Seal)  
(Signature) EDDIE BUIE, FINANCE COMMITTEE MEMBER (Date)

*Barbara Booker* Church Clerk 2-19-10 (Seal)  
(Signature) BARBARA BOOKER, CHURCH CLERK (Date)

\_\_\_\_\_  
(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.

I, a notary public, in and for said County in said State, hereby certify that FRIEDA ABRAMS; EDDIE BUIE; BARBARA BOOKER

(Business  
or Entity  
Acknowledgment)

FINANCE COMMITTEE MEMBER; FINANCE COMMITTEE MEMBER; CHURCH CLERK whose name(s) as  
(Title(s))

of the UNION BAPTIST CHURCH INC OF COLUMBIANA ALABAMA (Name of Business or Entity)

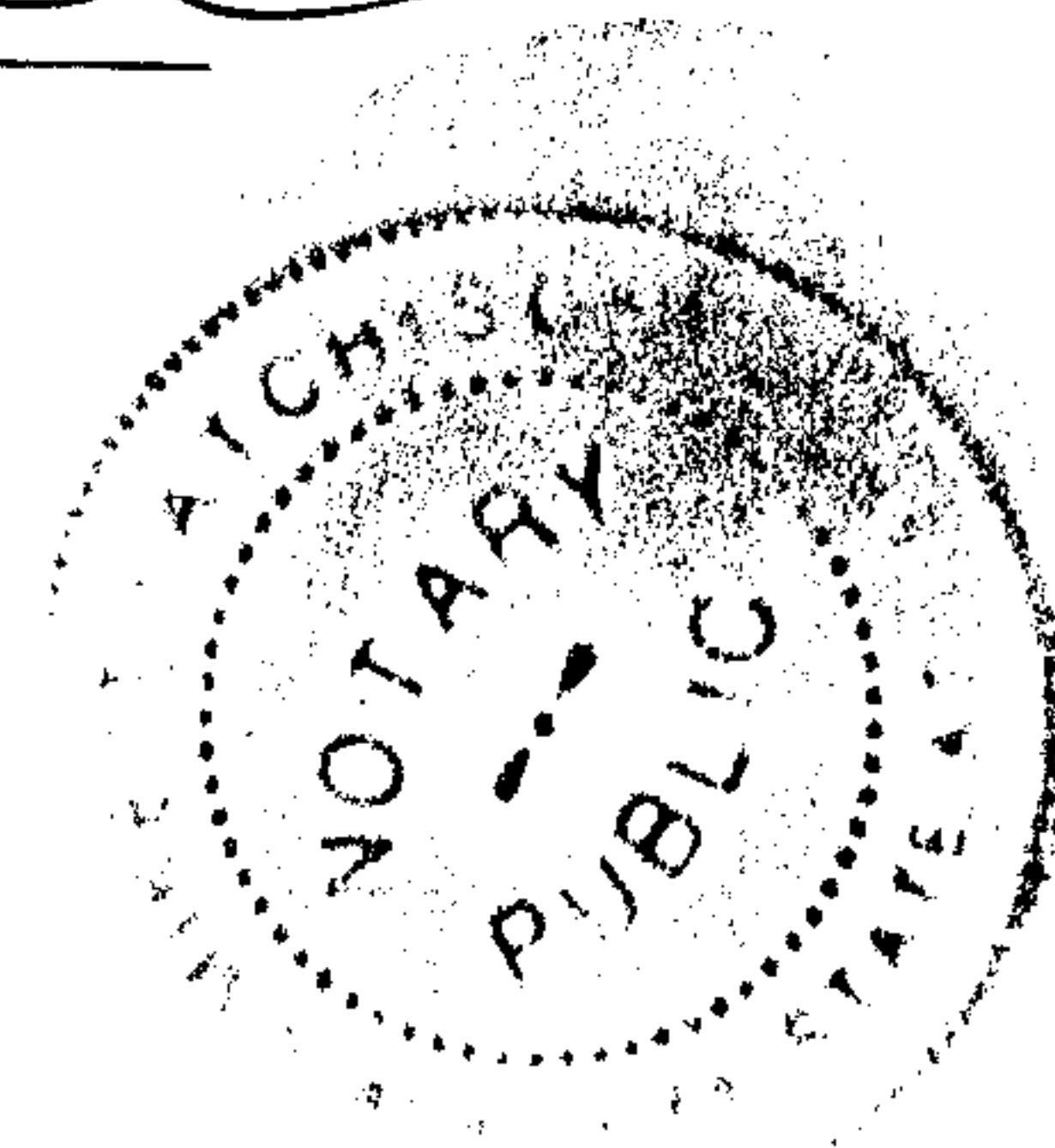
a ALABAMA (Describe the Type of Entity),

is/are signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she/they, in such capacity and with full authority, executed the same voluntarily for and as the act of said entity. Given under my hand this the

19TH day of FEBRUARY, 2010

My commission expires: 10-16-12

*[Signature]*  
(Notary Public)



## EXHIBIT A

PARCEL I:

A parcel of land beginning at the Northeast corner of the Northwest Quarter of the Southeast Quarter in Section 1, Township 22, Range 1 West; thence South along the East boundary line of said forty acre tract 210 feet; thence West 210 feet; thence North 210 feet to North boundary line of said forty; thence East along the North boundary line of said forty acre tract to point of beginning.

ALSO, a non-exclusive easement for ingress, egress and utilities over and across the existing driveway located in the North 500 feet of the NE 1/4 of the SE 1/4, Section 1, Township 22 South, Range 1 West, Shelby County, Alabama, lying Southwest of Shelby County Highway #47.

PARCEL II:

Lot in NW 1/4 of SE 1/4 Section 1, Township 22, Range 1 West; Begin 228 feet West of NE corner of NW 1/4 of SE 1/4 Section 1 and run South 85 degrees West 893 feet to East right of way line of L & N RR; thence South 5 degrees West 98.0 feet; thence South 9 degrees 30 minutes West 169.0 feet; thence North 85 degrees East 929.6 feet; thence North 2 degrees 30 minutes West 253.5 feet to beginning. Situated in Shelby County, Alabama.



20100224000055920 3/3 \$99.50  
Shelby Cnty Judge of Probate, AL  
02/24/2010 02:24:20 PM FILED/CERT