



20100714000223290 1/3 \$136.05
Shelby Cnty Judge of Probate, AL
07/14/2010 12:07:03 PM FILED/CERT

This instrument was prepared by

DOUG COMPHER (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 06-29-2010.
The parties and their addresses are:

MORTGAGOR: TRACY I. BENTLEY AND JAMES R. BENTLEY II, WIFE AND HUSBAND
50 SPRUCE DRIVE
COLUMBIANA, AL 35051

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 09-26-2005 and recorded on 10-06-2005. The Security Instrument was recorded in the records of SHELBY County, Alabama at INSTRUMENT # 20051006000520870.
The property is located in SHELBY County at 50 SPRUCE DRIVE, COLUMBIANA, AL 35051.

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.)*

TRACEY I. BENTLEY AND JAMES R. BENTLEY II, WIFE AND HUSBAND, MORTGAGE IN THE AMOUNT OF \$78,622.00 RECORDED AT A VARIABLE RATE OF 6.250 WITH A MATURITY DATE OF 3/1/2036. THE NEXT ADJUSTMENT PERIOD BEGINS 11-1-2010 WITH A NEW PRINCIPAL AND INTEREST PAYMENT OF 513.53 WITH A CURRENT ESCROW PAYMENT OF 489.52. REFER TO A MODIFICATION FILED IN SHELBY COUNTY IN INSTRUMENT # 20081212000464450 DATED 12/12/2008



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☐ **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.

Tracey I. Bentley (Seal)
(Signature) TRACEY I. BENTLEY (Date)

James R. Bentley II (Seal)
(Signature) JAMES R. BENTLEY II (Date)

(Signature) (Date) (Seal)

(Signature) (Date) (Seal)

(Signature) (Date) (Seal)

(Signature) (Date) (Seal)

(Witness as to all signatures)

(Witness as to all signatures)

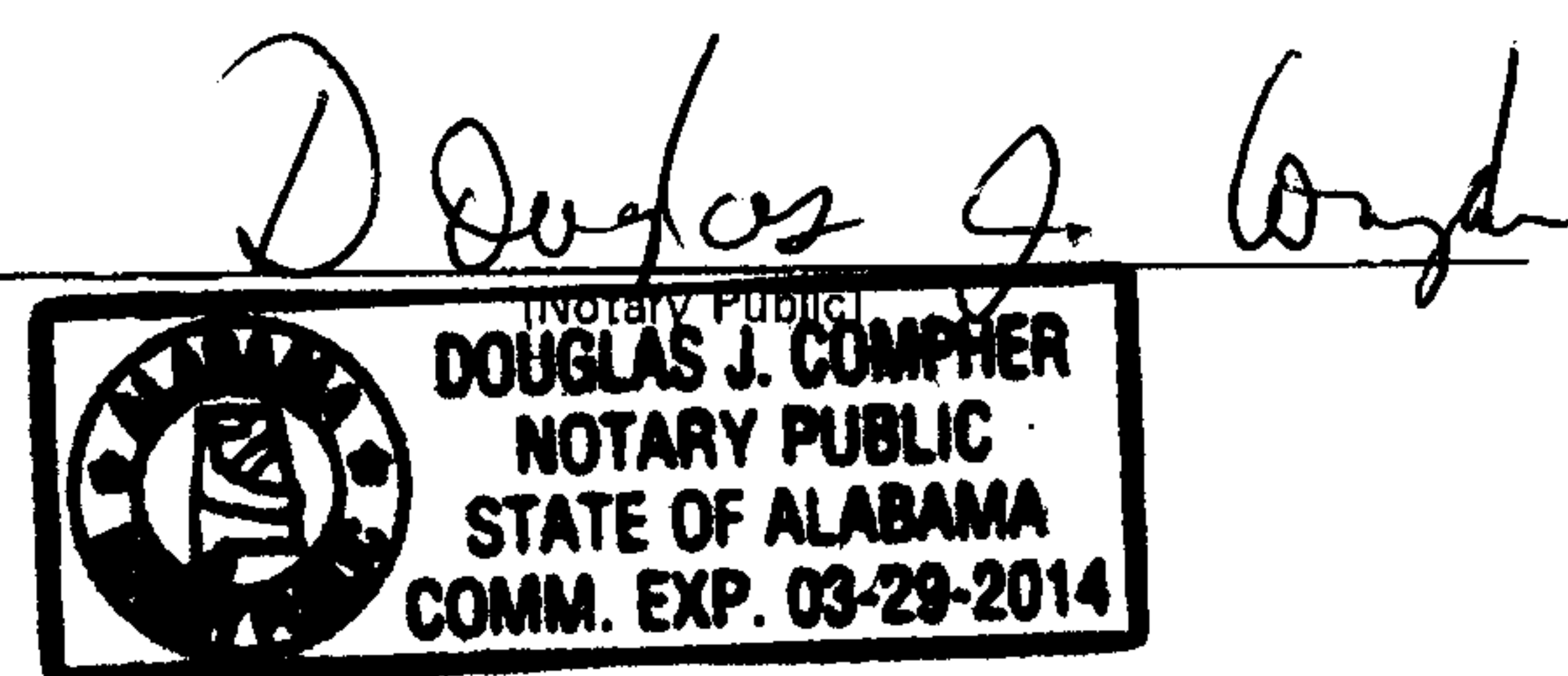
ACKNOWLEDGMENT:

STATE OF ALABAMA, COUNTY OF _____ } ss.

(Individual) I, a notary public, hereby certify that TRACEY I. BENTLEY; JAMES R. BENTLEY II, WIFE AND HUSBAND 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 29th day of June 2010.

My commission expires:

(Seal)





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SCHEDULE C
PROPERTY DESCRIPTION

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

A parcel of land situated in the North 1/2 of the SW 1/4 of Section 34, Township 21 South, Range 1 West, Shelby County, Alabama, and being more particularly described as follows:

Commence at the NW corner of the NW 1/4 of the SW 1/4 of above said Section, Township and Range; thence South 89 deg. 59 min. 25 sec. East, a distance of 729.11 feet to the POINT OF BEGINNING; thence continue along the last described course, a distance of 601.01 feet; thence North 89 deg. 45 min. 03 sec. East, a distance of 220.42 feet; thence South 12 deg. 11 min. 13 sec. East a distance of 233.80 feet to a point on the Northwesternly R.O.W. line of Alabama Highway 25, Right of Way varies, said point also being a non tangent curve to the right, having a radius of 4262.11 feet, a central angle of 05 deg. 17 min. 26 sec., and subtended by a chord which bears South 53 deg. 33 min. 03 sec. West, and a chord distance of 393.40 feet; thence along the arc of said curve and said R.O.W. line, a distance of 393.54 feet; thence South 69 deg. 05 min. 48 sec. West and along said R.O.W. line, a distance of 50.00 feet to the beginning of a non tangent curve to the right, having a radius of 4247.11, a central angle of 04 deg. 39 min. 15 sec. and subtended by a chord which bears South 59 deg. 12 min. 51 sec. West and a chord distance of 344.91 feet; thence along the arc of said curve and said R. O. W. line, a distance of 345.00 feet; thence North 79 deg. 24 min. 42 sec. West and along said R.O.W. line, a distance of 65.83 feet to the beginning of a non tangent curve to the right, having a radius of 4207.11 feet, a central angle of 02 deg. 08 min. 10 sec. and subtended by a chord which bears South 63 deg. 37 min. 12 sec. West, and a chord distance of 156.84 feet; thence along the arc of said curve and said R.O.W. line, a distance of 156.85 feet; thence North 00 deg. 29 min. 21 sec. West and leaving said R.O.W. line, a distance of 713.46 feet to the POINT OF BEGINNING.

x TIB
x JRB II