

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 07-26-2010.
The parties and their addresses are:

MORTGAGOR: PAULA AMANDA JONES AND FREEMON JONES JR, WIFE AND HUSBAND
1000 QUEEN DRIVE
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 02-13-2008 * and recorded on 03-10-2008 **. The Security Instrument was recorded in the records of SHELBY County, Alabama at INSTRUMENT #20080310000097620 AND INSTRUMENT #20091117000427410. The property is located in SHELBY County at 1000 QUEEN DRIVE, COLUMBIANA, AL 35051.

Described as:
SEE ATTACHED EXHIBIT "A"

* Modification of Mortgage dated 10/29/2009

** Modification of Mortgage dated 11/17/2009

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 7/26/2010 IN THE AMOUNT OF \$67,700.00.

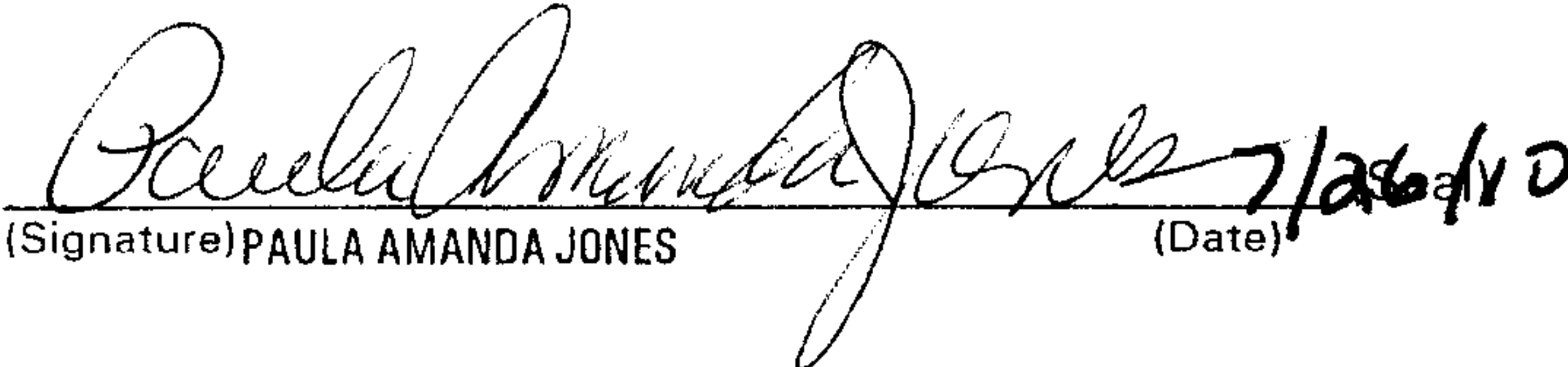
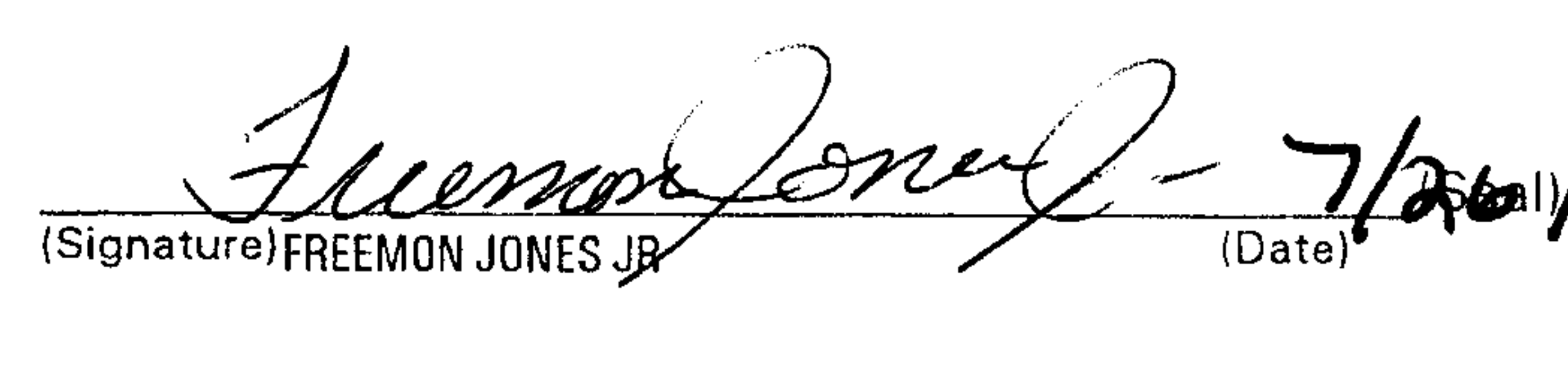
TAXES PAID ON 23,700.00

☐ **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.

| | |
|--|---|
|  (Signature) PAULA AMANDA JONES (Date) 7/26/10 |  (Signature) FREEMON JONES JR (Date) 7/26/10 |
|--|---|

| | |
|------------------------------------|------------------------------------|
| _____ (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 PAULA AMANDA JONES; FREEMON JONES JR, 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 26TH day of JULY, 2010.
My commission expires:
(Seal)


(Notary Public)

EXHIBIT A

PARCEL 1:


A portion of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$, Section 36, Township 20 South, Range 2 West, more particularly described as follows: Begin at the NE corner of said $\frac{1}{4}$ - $\frac{1}{4}$ section and run thence in a southerly direction along the eastern boundary of said $\frac{1}{4}$ - $\frac{1}{4}$ section a distance of 208.71 feet to a point; thence turn to the right and run westerly parallel with the northern boundary of said $\frac{1}{4}$ - $\frac{1}{4}$ section a distance of 417.44 feet to a point; thence turn to the right and run northerly parallel with the Eastern boundary of said $\frac{1}{4}$ - $\frac{1}{4}$ section a distance of 208.71 feet, more or less, to a point on the northern boundary of said $\frac{1}{4}$ - $\frac{1}{4}$ section; thence turn to the right and run easterly along the northern boundary of said $\frac{1}{4}$ - $\frac{1}{4}$ section a distance of 417.44 feet to point of beginning.

PARCEL 2:

A portion of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 36, Township 20 South, Range 2 West, more particularly described as follows: Begin at the NE corner of said $\frac{1}{4}$ - $\frac{1}{4}$ section and run thence in a southerly direction along the eastern boundary of said $\frac{1}{4}$ - $\frac{1}{4}$ section a distance of 208.71 feet to the point of beginning of the land herein described; thence continue in the same direction along said eastern boundary a distance of 208.71 feet to a point; thence turn to the right and run westerly parallel with the North boundary of said $\frac{1}{4}$ - $\frac{1}{4}$ section a distance of 417.44 feet to a point; thence turn to the right and run northerly parallel with the eastern boundary of said $\frac{1}{4}$ - $\frac{1}{4}$ section a distance of 208.71 feet to the SW corner of property previously deeded to grantees herein; thence turn to the right and run easterly parallel with the northern boundary of said $\frac{1}{4}$ - $\frac{1}{4}$ section, and along the southern boundary of property previously deeded to said grantees a distance of 417.44 feet to the point of beginning.

ALSO: A non-exclusive easement for ingress, egress and utilities, 30 feet wide, 15 feet on each side of the following described centerline:

Commence at the Northeast corner of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 36, Township 20 South, Range 2 West, Shelby County, Alabama; thence run South 03 degrees 31 minutes 37 seconds East a distance of 330.00 feet along the East $\frac{1}{4}$ - $\frac{1}{4}$ line to the point of beginning of said centerline; thence run South 04 degrees 44 minutes 56 seconds east a distance of 758.11 feet along an existing chert drive; thence run South 09 degrees 27 minutes 46 seconds East a distance of 111.92 feet along said drive; thence run South 08 degrees 54 minutes 50 seconds East a distance of 114.33 feet along said drive to a point in the center of Queen Drive and the end of said centerline.


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Shelby Cnty Judge of Probate, AL
08/13/2010 10:54:52 AM FILED/CERT