

This instrument was prepared by

JANICE WILLIAMS - SUPERIOR BANK (name)

17 NORTH 20TH STREET BIRMINGHAM, AL 35203 (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 10-15-2010.
The parties and their addresses are:

MORTGAGOR: ROBERT E. GARNER AND SUZANNE M. GARNER, HUSBAND AND WIFE

284 KINGS CREST LN
PELHAM, AL 35124-2846



GARNER, ROBERT E

Record and Return To:
ISGN Fulfillment Services
P.O. BOX 2590
Chicago, IL 60690

LENDER:

SUPERIOR BANK
ORGANIZED AND EXISTING UNDER THE LAWS OF THE UNITED STATES OF AMERICA
17 NORTH 20TH STREET
BIRMINGHAM, AL 35203

BACKGROUND. Mortgagor and Lender entered into a Security Instrument dated 07-27-2000 and recorded on 08-07-2000. The Security Instrument was recorded in the records of SHELBY County, Alabama at INSTR# 2000-26585.
The property is located in SHELBY County at 284 KINGS CREST LANE, PELHAM, AL 35124.

Described as:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES

20101103000368870 1/5 \$24.00
Shelby Cnty Judge of Probate: AL
11/03/2010 02:20:02 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.)*

MTG I/N/O ROBERT E GARNER AND SUZANNE M GARNER I/A/O \$120,000.00 DATED 07/27/2000, REC 08/07/2000 IN INSTR# 2000-26585 AND BEING MODIFIED TO \$120,000.00 I/N/O ROBERT E GARNER AND SUZANNE M GARNER DATED 10/15/2010

NOTE I/N/O ROBERT E GARNER AND SUZANNE M GARNER I/A/O \$120,000.00 DATED 07/27/2000 AND THEN BEING MODIFIED ON 10/15/2010 TO AMT OF \$120,000.00.

☒ **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by the Security Instrument at any one time will not exceed \$120,000.00 ☒ which is a \$0.00 ☒ 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.

Robert E. Garner 10/18/10 (Seal)
(Signature) ROBERT E. GARNER (Date)

Suzanne M. Garner 10/18/10 (Seal)
(Signature) SUZANNE M. GARNER (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 Jefferson } ss.

(Individual) I, a notary public, hereby certify that ROBERT E. GARNER; SUZANNE M. GARNER, HUSBAND AND 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 15TH day of OCTOBER, 2010.

My commission expires:

(Seal)

Sue Stone Bobby
(Notary Public)

6/14/13



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Shelby Cnty Judge of Probate, AL
11/03/2010 02:20:02 PM FILED/CERT

K2801888

SCHEDULE A

THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN SHELBY COUNTY,
ALABAMA, TO WIT:

LOT 64, ACCORDING TO THE SURVEY OF WEATHERLY KING'S CREST,
SECTOR 3, PHASE 2, AS RECORDED IN MAP BOOK 16 PAGE 141, IN THE
PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

KNOWN: 284 KINGS CREST LANE

PARCEL: 145210000002019

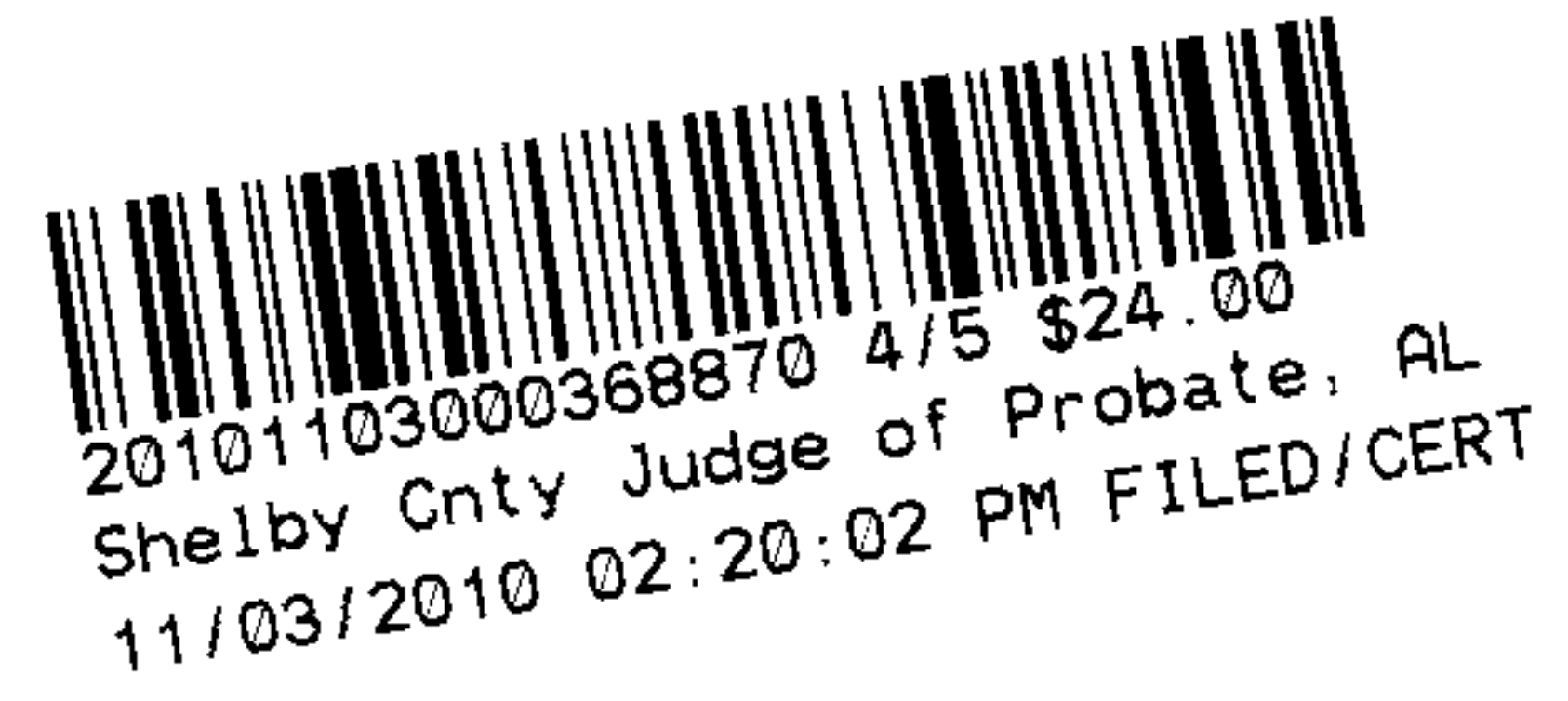


20101103000368870 3/5 \$24.00
Shelby Cnty Judge of Probate, AL
11/03/2010 02:20:02 PM FILED/CERT

SCHEDULE B

MTG I/N/O ROBERT E GARNER AND SUZANNE M GARNER I/A/O \$120,000.00 DATED 07/27/2000 AND RECORDED ON 08/07/2000 IN INSTR# 200-26585 IN SHELBY COUNTY JUDGE OF PROBATE AND THEN BEING MODIFIED ON 10/15/2010 I/A/O \$120,000.00.

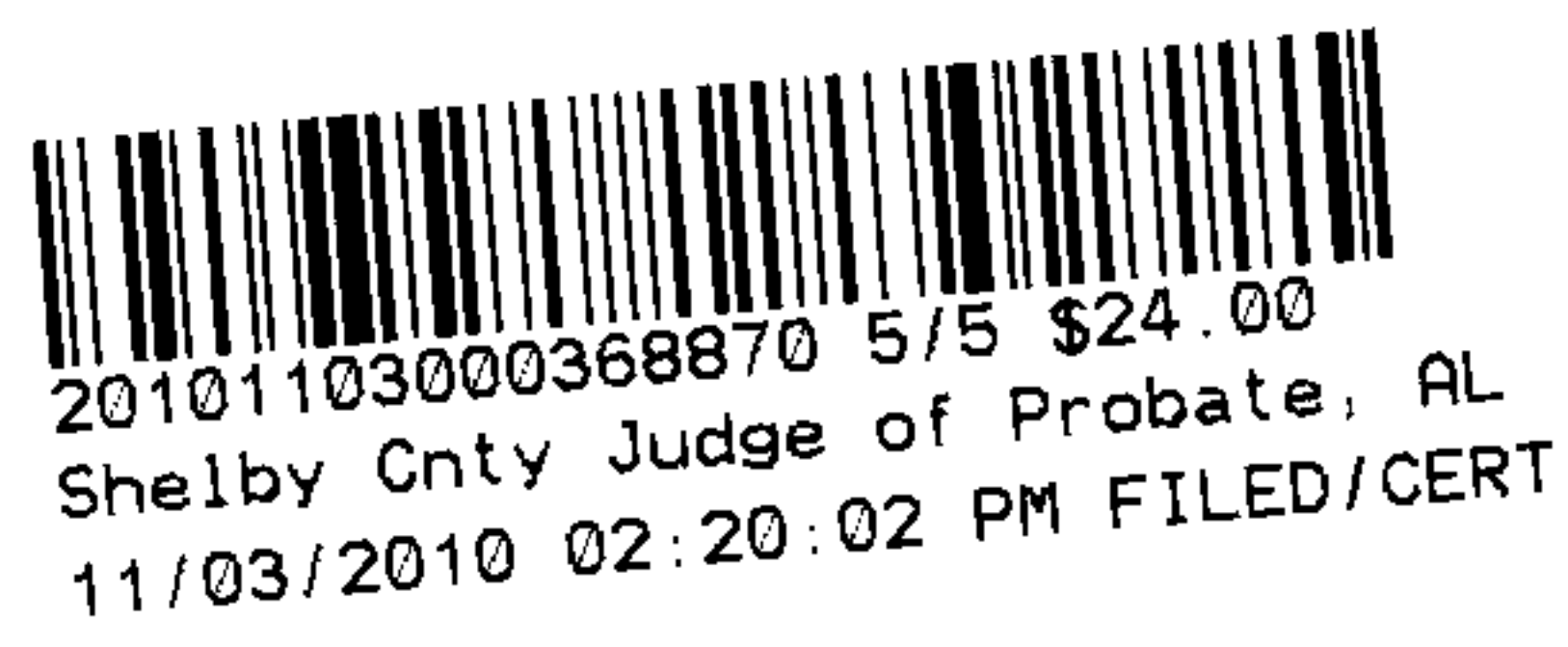
THIS PROMISSORY NOTE AMENDS AND RESTATES IN ITS ENTIRETY THAT PROMISSORY NOTE FROM BORROWER TO BANK DATED 7/27/00 IN THE AMOUNT OF \$120,000.00. ALL DOCUMENTS AND INSTRUMENTS SECURING SUCH ORIGINAL PROMISSORY NOTE SHALL CONTINUE TO SECURE THE NOTE AS AMENDED HEREIN.



SUPERIOR BANK 17 NORTH 20TH STREET BIRMINGHAM, AL 35203 LENDER'S NAME AND ADDRESS "You" means the Lender, its successors and assigns.	ROBERT E. GARNER AND SUZANNE M. GARNER	CIF# GAA4599
	284 KINGS CREST LN	Loan Number 60016448
	PELHAM, AL 35124-2846	Date 10-15-2010
		Maturity Date 10-15-2025
		Loan Amount \$ 120,000.00
	BORROWER'S NAME AND ADDRESS "I" includes each Borrower above.	LO/LP WLF/JSW


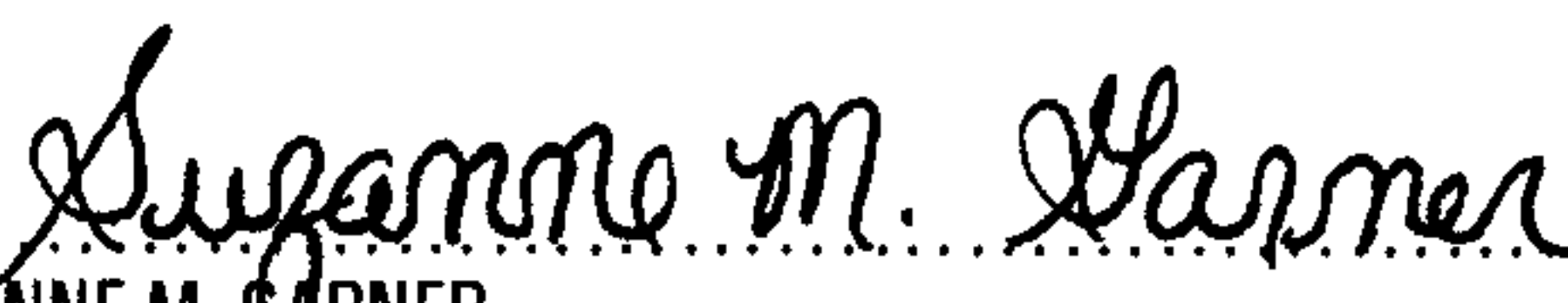
WAIVER OF HOMESTEAD EXEMPTION

I have executed a Note dated 10-15-2010 evidencing a loan from you in the amount of 120,000.00. In connection with the Note, I have executed a ☐ Security Agreement ☒ Mortgage dated 10-15-2010 under the terms of which I give you certain rights under the laws of this state in the following described Homestead Property:
SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES

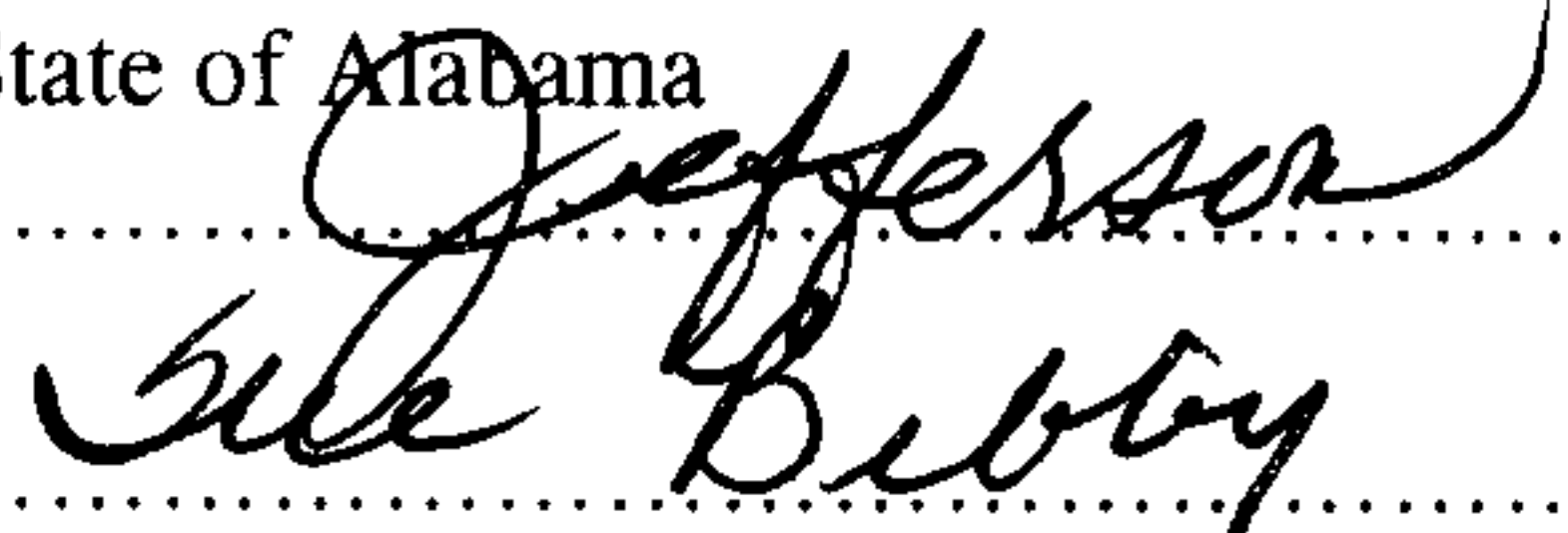



By signing below, I hereby waive any and all homestead rights and exemptions in the Homestead Property, as granted under the Constitution and laws of the State of Alabama, for as long as I occupy the Homestead Property as a principal residence.

In witness whereof, I have signed my name and affixed my seal on 10-15-2010

Witnesses:	Signatures:
.....	(Seal)
.....	ROBERT E. GARNER -Borrower
.....	(Seal)
.....	SUZANNE M. GARNER -Borrower

[Space Below This Line For Acknowledgment]

The State of Alabama  County
I  hereby certify that ROBERT E. GARNER AND SUZANNE M. GARNER
..... whose name is 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, (s)he executed the same voluntarily on the day the same bears date. Given under my hand this 15TH day of OCTOBER, 2010

My commission expires: 6/14/2013  Notary Public