

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 02-22-2011 . The parties and their addresses are:

MORTGAGOR: ALLEN L. RAY AND DARLENE H. RAY, HUSBAND AND WIFE
327 HIGHWAY 25 EAST
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 08-20-2010 and recorded on 10-04-2010 . The Security Instrument was recorded in the records of SHELBY County, Alabama at INST 20101004000324930 . The property is located in SHELBY County at 327 HIGHWAY 25 EAST, COLUMBIANA, AL 35051 .

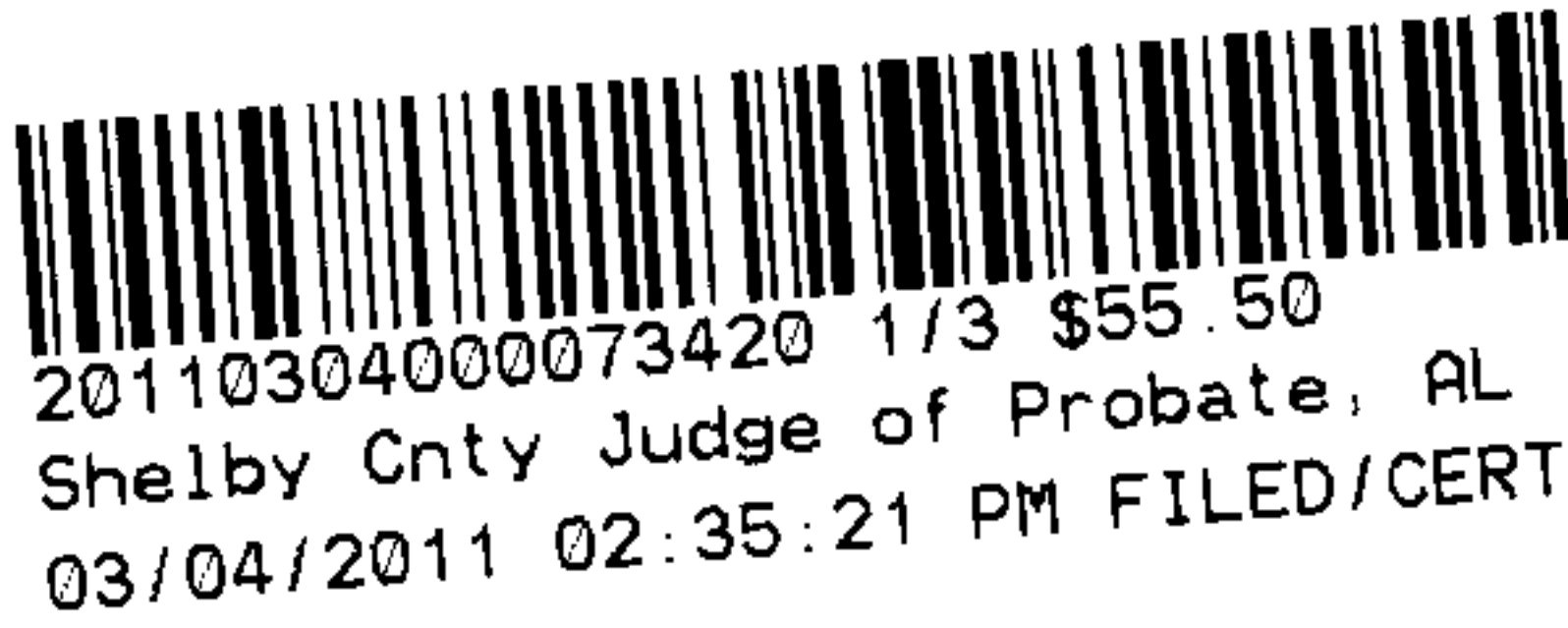
Described as:
SEE ATTACHED EXHIBIT "A"

ALLEN LYNN RAY AND ALLEN L RAY ARE ONE AND THE SAME PERSON

VENETIA DARLENE RAY AND DARLENE H RAY ARE ONE AND THE SAME PERSON







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 2/22/2011 IN THE AMOUNT OF \$275,000.00

ADDITIONAL MORTGAGE TAXES PAID ONLY ON \$25,000.00

☒ **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by the Security Instrument at any one time will not exceed \$275,000.00 ☒ which is a \$25,000.00 ☒ 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.

 (Seal)
(Signature) ALLEN L. RAY (Date)

(Signature) (Date) (Seal)

(Signature) (Date) (Seal)

 (Seal)
(Signature) DARLENE H. RAY (Date)

(Signature) (Date) (Seal)

(Signature) (Date) (Seal)

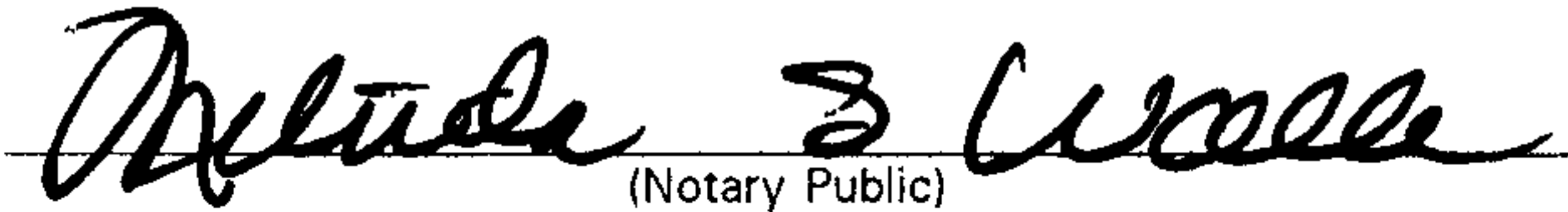
(Witness as to all signatures)

(Witness as to all signatures)


ACKNOWLEDGMENT:

STATE OF ALABAMA, COUNTY OF Shelby } ss.

(Individual) I, a notary public, hereby certify that ALLEN L. RAY; DARLENE H. RAY, 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 22ND day of FEBRUARY, 2011.
My commission expires:
(Seal)

 (Notary Public)

MELINDA S. WALKER
Notary Public, State of Alabama
Alabama State At Large
My Commission Expires
April 9, 2013


20110304000073420 2/3 \$55.50
Shelby Cnty Judge of Probate, AL
03/04/2011 02:35:21 PM FILED/CERT



20110304000073420 3/3 \$55.50
Shelby Cnty Judge of Probate, AL
03/04/2011 02:35:21 PM FILED/CERT

EXHIBIT A

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

DESCRIBED PROPERTY IS LOCATED IN SHELBY COUNTY, AL

PARCEL 3:

A PARCEL OF LAND IN THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 1 EAST, AND SECTION 30, TOWNSHIP 20 SOUTH, RANGE 2 EAST, BEING A PART OF THE SAME LAND DESCRIBED IN A DEED TO ELDRED M. RAY, RECORDED IN DEED BOOK 228, AT PAGE 475, OF THE REAL PROPERTY RECORDS OF SHELBY COUNTY, ALABAMA, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 25;

THENCE S 88°02'25" W, ALONG THE NORTH LINE OF SAID SIXTEENTH SECTION, A DISTANCE OF 243.21 FEET TO THE POINT OF BEGINNING, ON THE WEST RIGHT-OF-WAY OF A SOUTHERN ELECTRIC GENERATING CO. RAILROAD;

THENCE S 88°02'25" W, ALONG THE NORTH LINE OF SAID SIXTEENTH SECTION, A DISTANCE OF 1095.51 FEET TO A POINT;

THENCE S 00°01'51" E, ALONG THE WEST LINE OF SAID SIXTEENTH SECTION, A DISTANCE OF 1997.15 FEET TO A POINT;

THENCE N 88°02'25" E, A DISTANCE OF 1124.08 FEET, TO A POINT ON THE WEST RIGHT-OF-WAY OF A SOUTHERN ELECTRIC GENERATING CO. RAILROAD;

THENCE N 00°51'01" W, A DISTANCE OF 1996.38 FEET TO THE POINT OF BEGINNING. THE HEREIN DESCRIBED PARCEL CONTAINS 50.85 ACRES OF LAND.

TOGETHER WITH THE FOLLOWING DESCRIBED EASEMENTS FOR INGRESS AND EGRESS:

A THIRTY-FOOT WIDE EASEMENT FOR INGRESS AND EGRESS OVER THE W 1/2 OF THE NE 1/4 OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 1 EAST, SHELBY COUNTY, ALABAMA. SAID EASEMENT IS TO PROVIDE THE GRANTEE WITH ACCESS TO THEIR LANDS FROM SHELBY COUNTY HIGHWAY NO. 61.

A THIRTY-FOOT WIDE EASEMENT FOR INGRESS AND EGRESS OVER THE SE 1/4 OF THE NE 1/4 OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 1 EAST, SHELBY COUNTY, ALABAMA. SAID EASEMENT IS TO PROVIDE THE GRANTEE WITH ACCESS TO THEIR LANDS FROM SHELBY COUNTY HIGHWAY NO. 61.

A THIRTY-FOOT WIDE EASEMENT FOR INGRESS AND EGRESS OVER THE W 1/2 OF THE NW 1/4 AND THE NE 1/4 OF THE NW 1/4 OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 1 EAST, SHELBY COUNTY, ALABAMA. SAID EASEMENT IS TO PROVIDE THE GRANTEE WITH ACCESS TO THEIR LANDS FROM SHELBY COUNTY HIGHWAY NO. 61.

A THIRTY-FOOT WIDE EASEMENT FOR INGRESS AND EGRESS OVER THE NE 1/4 OF THE NE 1/4 OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 1 EAST, SHELBY COUNTY, ALABAMA. SAID EASEMENT IS TO PROVIDE THE GRANTEE WITH ACCESS TO THEIR LANDS FROM SHELBY COUNTY HIGHWAY NO. 61.