

This instrument was prepared by

DOUG COMPHER (name)

SOUTHFIRST BANK 126 N. NORTON AVE. SYLACAUGA, AL 35150 (address)

State of Alabama

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MODIFICATION OF MORTGAGE

DATE AND PARTIES. The date of this Real Estate Modification (Modification) is 11-29-2011.
The parties and their addresses are:

MORTGAGOR: WALTER GOTTIER AND MELISSA ANN GOTTIER, HUSBAND & WIFE
4728 SPRING CREEK ROAD
MONTEVALLO, AL 35115

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 06-05-2009 and recorded on 06-17-2009. The Security Instrument was recorded in the records of SHELBY County, Alabama at BOOK 20090617000232720 PAGES 1-21. The property is located in SHELBY County at 4728 SPRING CREEK ROAD, MONTEVALLO, AL 35115.

Described as:
SEE ATTACHED EXHIBIT "A"



20111220000385260 1/3 \$438.75
Shelby Cnty Judge of Probate, AL
12/20/2011 11:33:22 AM FILED/CERT

WG x MB

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.)*

THIS MODIFICATION IS TO EXTEND THE MORTGAGE TO 12-01-2041 AND DEFER ONE PAYMENT. THE NEW PAYMENT BEGINS 1-1-2012 WITH A PRINCIPAL AND INTEREST PAYMENT OF 1659.33 WITH A CURRENT ESCROW PAYMENT OF 285.22. THIS IS A 5/1 ARM AND THE FIRST ADJUSTMENT PERIOD IS 7-1-2014

The loan amount is \$280,426.93.

☐ **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.

Walter Gottier 11-29-11 (Seal)
(Signature) WALTER GOTTIER (Date)

Melissa Ann Gottier 11-29-11 (Seal)
(Signature) MELISSA ANN GOTTIER (Date)

(Signature) (Date) (Seal)

(Signature) (Date) (Seal)

(Signature) (Date) (Seal)

(Signature) (Date) (Seal)

Mari F. Gunnels
(Witness as to all signatures)

Mari F. Gunnels
(Witness as to all signatures)

ACKNOWLEDGMENT:

STATE OF ALABAMA, COUNTY OF _____ } ss.

(Individual) I, a notary public, hereby certify that WALTER GOTTIER; MELISSA ANN GOTTIER, HUSBAND & 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 29TH day of NOVEMBER, 2011.

My commission expires:

(Seal)

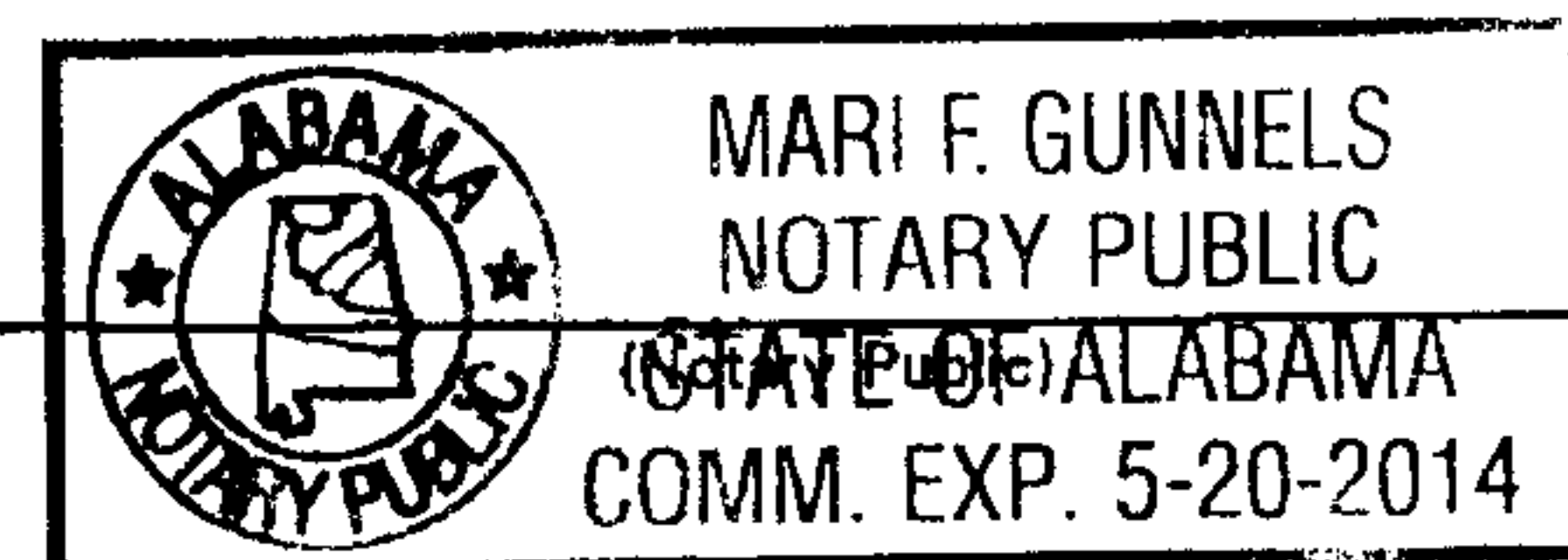


EXHIBIT A
LEGAL DESCRIPTION



COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 22, RANGE 3 WEST, SHELBY COUNTY, ALABAMA AND RUN THENCE N 89 DEG. 21' 20" W ALONG SAID QUARTER-QUARTER LINE A DISTANCE OF 663.74 TO A POINT; THENCE RUN N 03 DEG. 15' 51" W A DISTANCE OF 337.25 TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG LAST DESCRIBED COURSE 346.08 TO A REBAR CORNER ON THE SOUTHERLY MARGIN OF SHELBY COUNTY HIGHWAY NO. 12; THENCE RUN ALONG THE NEXT EIGHT CALLS; N 58 DEG. 47' 31" E 74.69' TO A CORNER, THENCE N 58 DEG. 42' 53" E 74.78' TO A CORNER; THENCE N 57 DEG. 26' 52" E 86.31' TO A CORNER; THENCE N 55 DEG. 55' 00" E 57.36' TO A CORNER; THENCE N 54 DEG. 45' 06" E 73.60' TO A CORNER, THENCE N 53 DEG. 24' 43" E 80.08' TO A CORNER; THENCE N 52 DEG. 05' 29" E 79.12' TO A CORNER; THENCE N 50 DEG. 53' 13" E 75.61' TO A CORNER; THENCE RUN S 03 DEG. 15' 51" E 525.00' TO A SET REBAR CORNER; THENCE S 71 DEG. 57' 54" W 529.76' TO THE POINT OF BEGINNING.

Walter Lottin
Walter Lottin



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