



20120314000088790 1/2 \$135.00
Shelby Cnty Judge of Probate, AL
03/14/2012 11:22:34 AM FILED/CERT

This instrument was prepared by

BRYANT BANK (name)

5319 US HIGHWAY 280 SOUTH, HOOVER AL 35242 (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 02-01-2012.
The parties and their addresses are:

MORTGAGOR: M KEVIN SULLIVAN AND PAIGE N. SULLIVAN, HUSBAND AND WIFE
1252 EAGLE PARK RD
BIRMINGHAM, AL 35242

LENDER: BRYANT BANK
ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF ALABAMA
5319 US HIGHWAY 280 SOUTH
HOOVER, AL 35242

BACKGROUND. Mortgagor and Lender entered into a Security Instrument dated 01-28-2011 and recorded on 02-24-2011. The Security Instrument was recorded in the records of SHELBY County, Alabama at INST #20110224000064130. The property is located in SHELBY County at 1252 EAGLE PARK ROAD, BIRMINGHAM, AL 35242.

Described as:
LOT 43, ACCORDING TO THE SURVEY OF EAGLE POINT, 12TH SECTOR, PHASE III AS RECORDED IN MAP BOOK 24, PAGE 102, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

PAIGE N SULLIVAN AND PAIGE SULLIVAN ARE ONE AND THE SAME PERSON

Handwritten initials: MKS, PVS

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 1/28/2011 AND HELOC NOTICE OF CHANGE IN TERMS AND MODIFICATION AGREEMENT DATED 2/1/2011

MODIFICATION TO INCREASE MORTGAGE AMOUNT

MORTGAGE TAXES PAID ON \$80,000.00



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☒ **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by the Security Instrument at any one time will not exceed \$100,000.00 ☒ which is a \$80,000.00 ☒ 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.

 (Signature) <u>M. KEVIN SULLIVAN</u> (Date) <u>2/1/12</u> (Seal)	 (Signature) <u>PAIGE N. SULLIVAN</u> (Date) <u>2/1/12</u> (Seal)
_____ (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 Shelby } ss.
(Individual) I, a notary public, hereby certify that M. KEVIN SULLIVAN; PAIGE N. SULLIVAN, 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 1ST day of FEBRUARY, 2012.
My commission expires: Dec 8, 2014



NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Dec 8, 2014
BONDED THRU NOTARY PUBLIC UNDERWRITERS


(Notary Public)