


RECORDATION REQUESTED BY:
ALiant BANK, a Division of USAmeriBank
Birmingham - Corporate Office
1100 Corporate Parkway
Meadow Brook Corporate Park
Birmingham, AL 35242


20120709000241860 1/4 \$66.00
Shelby Cnty Judge of Probate, AL
07/09/2012 10:01:23 AM FILED/CERT

WHEN RECORDED MAIL TO:
Alliant Bank, a Division of USAmeriBank
Operations Center - FL
PO Box 17540
Clearwater, FL 33762

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

USAmeriBank

MODIFICATION OF MORTGAGE

Notice: The original principal amount available under the Note (as defined below), which was \$70,000.00 (on which any required taxes already have been paid), now is increased by an additional \$30,000.00.

THIS MODIFICATION OF MORTGAGE dated June 22, 2012, is made and executed between John H. DeLoach III, a married man, whose address is 171 Highway 468, Vincent, AL 35178 (referred to below as "Grantor") and ALIANT BANK, a Division of USAmeriBank, whose address is 1100 Corporate Parkway, Meadow Brook Corporate Park, Birmingham, AL 35242 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated March 2, 2012 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Mortgage dated March 2, 2012 and recorded March 16, 2012 as instrument 20120316000092030 in the Probate Office of Shelby County, Alabama. .

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in Shelby County, State of Alabama:

See Exhibit "A", which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as real property located in Vincent, Shelby County, AL. The Real Property tax identification number is 05-6-24-0-000-007.001.

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

1. As of the date of execution of this Modification, the loan amount of \$70,000.00 is renewed, extended and increased by a future advance of \$30,000.00 for a total consolidated loan amount of \$100,000.00.
2. Interest rate and repayment schedule as further defined in the Changed in Terms Agreement of even date.
3. The Mortgage, as modified, shall secure the Promissory Note to the same extent as if the Promissory Note was originally referred to in the Mortgage as evidence of the indebtedness secured thereby.
4. **GRANTOR AND LENDER HEREBY FULLY AMEND AND RESTATE THE LEGAL DESCRIPTION ATTACHED TO THE ORIGINAL MORTGAGE REFERENCED HEREIN WITH THE LEGAL DESCRIPTION which is attached as EXHIBIT "A" page 1 and page 2 and which is made a part of this Modification as if fully set forth herein.**

All other terms and conditions remain the same.


MORTGAGE PRIVILEGE TAX IN THE AMOUNT OF \$45.00 IS BEING PAID AND ATTACHED TO THIS MODIFICATION ON THE INCREASE AMOUNT OF \$30,000.00.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JUNE 22, 2012.

THIS MODIFICATION IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MODIFICATION IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

GRANTOR:

x  (Seal)
John H. DeLoach III

MODIFICATION OF MORTGAGE
(Continued)

Loan No: 74019990

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LENDER:

ALIENT BANK, A DIVISION OF USAMERIBANK

X [Signature] (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: Doc Prep - Daniel Chupick
Address: 1100 Corporate Parkway
City, State, ZIP: Birmingham, AL 35242

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF St. Clair)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that John H. DeLoach III, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Modification, he or she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 22 day of June, 2012.

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Nov 2, 2014
BONDED THRU NOTARY PUBLIC UNDERWRITERS

[Signature]
Notary Public

LENDER ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF St. Clair)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that whose name as of ALIENT BANK, a Division of USAMeriBank is signed to the foregoing Modification and who is known to me, acknowledged before me on this day that, being informed of the contents of the Modification of Mortgage, he or she, in his or her capacity as such of ALIENT BANK, a Division of USAMeriBank, executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 22 day of June, 2012.

My commission expires
NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Nov 2, 2014
BONDED THRU NOTARY PUBLIC UNDERWRITERS

[Signature]
Notary Public

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EXHIBIT "A" – Page 1

DESCRIBED PROPERTY IS LOCATED IN SHELBY COUNTY, AL

That portion of the SE 1/4 and the East Half of SW 1/4 of Section 24, Township 18 South, Range 2 East, lying Northerly of Kelley Creek and Easterly of the Coosa Valley Dirt Road; LESS AND EXCEPT U.S. 231 right of way, Macedonia and Colored Cemetery, being in Shelby County, Alabama, and containing 93.3 acres, more or less, according to survey of Leon F. McGinnis, Registered Land Surveyor, dated April 6, 1971, as shown by map or plat of said survey attached hereto as Exhibit "A" and by reference hereto being made a part hereof.

Being the same property heretofore conveyed to Nina E. Lowe on January 6, 1917, as shown by deed recorded in Deed Book 65, Pages 371-372, Office of Judge of Probate of Shelby County, Alabama.



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EXHIBIT "A" – Page 2

Exhibit "A"
to dead.

Z

152 PAGE 236

208-415

2006121900010430 Pg. 2/2 10.00
Smiley Only Judge at Probate, Ct.
12/19/2006 10:07:00 FILED/CERTIFIED

[illegible]

STATE OF ALA. SHELBY CO.
IDENTIFIED THIS
INSTRUMENT WAS FILED
DEC 10 - 8 PM 1:00

JUDGE OF PROBATE

RECORDING FEES

Mortgage Tax	\$	
Deed Tax		\$0.
Mineral Tax		
Recording Fee		\$5.00
Index Fee		1.00
TOTAL	\$	6.50

Martha P. Linn



20120709000241860 4/4 \$66.00
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