

RECORDATION REQUESTED BY:

Peoples Southern Bank
Main Office
620 2nd Avenue North
Post Office Box 269
Clanton, AL 35046

WHEN RECORDED MAIL TO:

Peoples Southern Bank
Main Office
620 2nd Avenue North
Post Office Box 269
Clanton, AL 35046

20120809000294300 1/2 \$37.50
Shelby Cnty Judge of Probate, AL
08/09/2012 03:04:26 PM FILED/CERT

SEND TAX NOTICES TO:

Jutin Kent Porter
53 County Road 707
Verbena, AL 36091

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated August 3, 2012, is made and executed between Jutin Kent Porter a single person, whose address is 53 County Road 707, Verbena, AL 36091; (referred to below as "Grantor") and Peoples Southern Bank, whose address is 620 2nd Avenue North, Post Office Box 269, Clanton, AL 35046 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated May 23, 2012 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded in the Office of the Judge of Probate Shelby County, Alabama instrument number 20120525000187690 and dated May 23, 2012.

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

Commence at the Northwest corner of the Southwest 1/4 of the Southwest 1/4 Section 11, Township 24 South, Range 13 East and run South along the West line of said section 11 a distance of 145.00 feet; thence turn 83°33'55" left and 235.92 feet to the point of beginning; thence turn 89°58'35" left and run 175.57 feet; thence turn 90°00'07" right and run 180.00 feet; thence turn 89°59'53" right and run 100.08 feet; thence turn 00°01'42" right and run 149.44 feet; thence turn 89°58'25" right and run 179.93 feet; thence turn 89°58'53" right and run 74.43 feet to the point of beginning. Situated in Shelby County, Alabama.

The Real Property or its address is commonly known as 171 Hwy 4, Calera, AL 35040.

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

The parties agree that this mortgage evidences an additional indebtedness of the mortgagors to the mortgagee of \$15,000.00 and that the same is given as an extension and modification of that certain indettedness evidenced and secured by a mortgage from the mortgagors herein to the mortgagee, Peoples Southern Bank, herein as the same is dated May 23, 2012 and recorded in the Office of the Judge of Probate Shelby County, Alabama instrument number 20120525000187690. The parties agree that the amount of the extended and modified indebtedness presently due is \$58,000.00 and that all the terms of the mortgage referred to above not in derogation hereof shall remain in full force and effect.

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 AUGUST 3, 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 Jutin Kent Porter (Seal)
Jutin Kent Porter

LENDER:

PEOPLES SOUTHERN BANK
X Brett Colpeppan (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: Peoples Southern Bank
Address: 620 2nd Avenue North
City, State, ZIP: Clanton, AL 35046

Imaged

MODIFICATION OF MORTGAGE
(Continued)

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Chilton)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **Jutin Kent Porter, a single person**, 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 3 day of August, 20 12

Hailey Rae Nelson Inez
Notary Public

My commission expires MY COMMISSION EXPIRES SEPT. 26, 2012

LENDER ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Chilton)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **Britt Culpepper** whose name as **Assistant Vice President** of **Peoples Southern Bank** 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 **Assistant Vice President** of **Peoples Southern Bank**, executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 3 day of August, 20 12

Hailey Rae Nelson Inez
Notary Public

My commission expires MY COMMISSION EXPIRES SEPT. 26, 2012



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