
20120920000358540 1/3 \$64.80
Shelby Cnty Judge of Probate, AL
09/20/2012 10:41:43 AM FILED/CERT

This instrument was prepared by

BRYANT BANK (name)

21290 HIGHWAY 25 COLUMBIANA, ALABAMA 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 08-24-2012.
The parties and their addresses are:

MORTGAGOR: RODGER HUTTO, A SINGLE MAN
P O BOX 225
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 08-25-2011 and recorded on 08-29-2011. The Security Instrument was recorded in the records of SHELBY County, Alabama at INST# 20110829000254250.
The property is located in SHELBY County at 241 BLACKSMITH LANE, WILSONVILLE, AL 35186.

Described as:
SEE EXHIBIT "A" ATTACHED

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 8/24/2012 IN THE AMOUNT OF \$80,000.00

☒ **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by the Security Instrument at any one time will not exceed \$80,000.00 ☒ which is a \$31,200.00 ☒ 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) RODGER HUTTO (Date) 8/24/12 (Seal)

(Signature) _____ (Date) _____ (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 RODGER HUTTO, A SINGLE MAN

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 24TH day of AUGUST, 2012.

My commission expires:

(Seal)

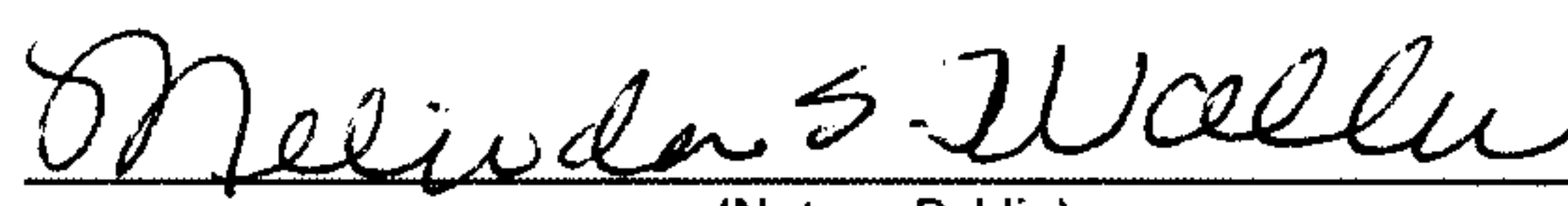


(Notary Public)



EXHIBIT A

Commence at a #4 rebar found in place at the SW corner of the SW $\frac{1}{4}$ of NW $\frac{1}{4}$ Section 5, Township 21 South, Range 1 East; thence run northerly along the West boundary line of said SW $\frac{1}{4}$ of NW $\frac{1}{4}$ a distance of 302.30 feet to an iron pin found in place; thence turn an angle of 89 degrees 20 minutes to the right and run easterly a distance of 1320 feet to an iron pin found in place; thence turn an angle of 89 degrees 20 minutes to the left and run northerly along the centerline of a 20 foot wide right of way a distance of 89.70 feet to the point of beginning; thence continue along the same line of direction and along said centerline a distance of 400.00 feet to an iron pin found in place; thence turn an angle of 90 degrees 40 minutes to the left and run westerly a distance of 445.63 feet to a point; thence turn an angle of 89 degrees 20 minutes to the left and run southerly a distance of 400.00 feet to a point; thence turn an angle of 90 degrees 40 minutes to the left and run easterly a distance of 445.63 feet to the point of beginning; said parcel of land is lying in the SW $\frac{1}{4}$ of NW $\frac{1}{4}$, Section 5, Township 21 South, Range 1 east, excluding a 10 foot right of way as recorded in Deed Book 299, Page 492. Situated in Shelby County, Alabama.


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