

MODIFICATION OF MORTGAGE

DATE AND PARTIES. The date of this Real Estate Modification (Modification) is September 20, 2012.

MORTGAGOR(S): April Michelle Chandler, an Unmarried Woman and Robin Bragg, an Unmarried Woman

LENDER: EvaBank
1710 Cherokee Avenue SW
Cullman, AL 35055

BACKGROUND. Mortgagor(s) and Lender entered into a mortgage dated February 27, 2009 which was recorded March 5, 2009. The mortgage was recorded in the Office of the Judge of Probate of Shelby County, Alabama, at Mortgage Book, Liber or Instrument 20090305000081270 Page(s) 1/5. The property is located in Shelby County, Alabama, at:

3525 Hwy 83 Vincent, AL 35178(Property address)

and is described as: "SEE ATTACHED EXHIBIT "A"

If the Mortgagor as set forth in the original mortgage was unmarried, his/her spouse has executed this Modification of Mortgage or the Mortgagor certifies that the property is not his/her homestead at the time of the execution of this Modification of Mortgage.

MODIFICATION. For value received, Mortgagor(s) and Lender agree to modify the original mortgage. Mortgagor(s) and Lender agree that this Modification continues the effectiveness of the original mortgage. The mortgage was given to secure the original debts and obligations that now have been modified. Together with this Modification, the mortgage now secures the following debts and all extensions, renewals, refinancings, modifications and replacements. The modification is:

Increase amount to \$48,520.00

MAXIMUM OBLIGATION LIMIT. The total principal amount secured by the mortgage at any one time will not exceed \$48,520.00 which is an \$22,307.50 increase in the total principal amount secured. This limitation of amount does not include interest and other fees and charges validly made pursuant to the mortgage. Also, this limitation does not apply to advances made under the terms of the mortgage to protect Lender's security and to perform any of the covenants contained in the mortgage.

WARRANTY OF TITLE. Mortgagor(s) warrant that Mortgagor(s) is or will be lawfully seized of the estate conveyed by the mortgage and has the right to grant, bargain, convey, sell, and mortgage the property. Mortgagor(s) 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 mortgage remain in effect.

SIGNATURES. By signing below, Mortgagor(s) agree to the terms and covenants contained in this Modification. Mortgagor also acknowledges receipt of a copy of the Modification.

April Michelle Chandler

April Michelle Chandler(Borrower)

Robin Bragg

Robin Bragg(Borrower)

20120927000368610 1/2 \$48.60
Shelby Cnty Judge of Probate, AL
09/27/2012 10:28:58 AM FILED/CERT

State of Alabama
Cullman County

ACKNOWLEDGMENT

I, Notary Public, the undersigned authority hereby certify that April Michelle Chandler, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she executed the same voluntarily on the day the same bears date.

Given under my hand this 20 day of September, 2012.

Shannon Mayle
Notary Public
My commission expires: 6/25/14

State of Alabama
Cullman County

ACKNOWLEDGMENT

I, Notary Public, the undersigned authority hereby certify that Robin Bragg, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she executed the same voluntarily on the day the same bears date.

Given under my hand this 20 day of September, 2012.

Shannon Mayle
Notary Public
My commission expires: 6/25/14

THIS INSTRUMENT PREPARED BY:
EvaBank

EXHIBIT "A"

RE: APRIL MICHELLE CHANDLER & ROBIN BRAGG

LEGAL DESCRIPTION:


Parcel One:

All that tract or parcel of land situated in SE quarter of Section 9, and the NE quarter of Section 16, all being in Township 19 South, Range 2 East and being more particularly described as follows: Commence at the NE corner of the South half of the SW quarter of the SE quarter of Section 9, Township 19 South, Range 2 East and run West along the North line of said South half a distance of 20.0 feet to point of beginning; thence turn left 90 degrees 55 minutes 21 seconds and run South a distance of 506.42 feet; thence turn right 90 degrees 00 minutes and run West a distance of 180.00 feet; thence turn right and parallel to the East line a distance of 511.47 feet; thence turn right and run East along the North line of said South half a distance of 180 feet to point of beginning. Said tract is referred to as Lot #10A, Shelby Estates and contains 2.1 acres, more or less.

Parcel Two:

All that tract or parcel of land situated in SE quarter of Section 9, and the NE quarter of Section 16, all being in Township 19 South, Range 2 East and being more particularly described as follows: Commence at the NE corner of the South half of the SW quarter of the SE quarter of Section 9, Township 19 South, Range 2 East, said point is the point of beginning; thence run West along the North line of said South half a distance of 20.0 feet; thence turn left 90 degrees 45 minutes and run South 1,135 feet to a point on the Northwestern right of way line of County Road #83; thence turn left and run Northeasterly along said right of way line a distance of 235 feet; thence turn left and run North and parallel to the West line a distance of 910.0 feet to the centerline of Blue Spring Creek; thence turn left and follow centerline of creek meandering in a Northwesternly direction approximately 162.50 feet, more or less; thence turn right and run North a distance of 60.0 feet to the point of beginning. Said tract is described as Lot #11 Shelby Estates, containing 4.2 acres, more or less.

SOURCE OF TITLE: Deed Book 2004, Page 9212 in the Probate Office of Shelby County, Alabama.


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