

6-42582



20121002000374650 1/2 \$16.00  
Shelby Cnty Judge of Probate, AL  
10/02/2012 08:11:57 AM FILED/CERT

This instrument was prepared by

BRYANT BANK - DENISE CLEMENTS (name)

21290 HIGHWAY 25, COLUMBIANA, AL 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:** JAMES B. KOVAKAS, AN UNMARRIED MAN  
204 EAST COLLEGE STREET  
COLUMBIANA, AL 35051

**LENDER:** BRYANT BANK  
ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF ALABAMA  
2700 CAHABA VILLAGE PLAZA  
MOUNTAIN BROOK, AL 35243

**BACKGROUND.** Mortgagor and Lender entered into a Security Instrument dated 07-10-2007 and recorded on 07-23-2007. The Security Instrument was recorded in the records of SHELBY County, Alabama at INST# 20070723000342630.

The property is located in SHELBY County at 31287 HIGHWAY 25, WILSONVILLE, AL 35186.

**Described as:**  
BEGIN AT THE NORTHWEST CORNER OF THE SE 1/4 OF THE SW 1/4 OF SECTION 31, TOWNSHIP 20 SOUTH, RANGE 2 EAST; THENCE RUN EAST ALONG THE NORTH LINE OF SAID 1/4-1/4 FOR 572.06 FEET TO THE WESTERLY RIGHT OF WAY OF ALABAMA STATE HIGHWAY NO. 25; THENCE 110 DEGREES 50 MINUTES 13 SECONDS RIGHT, RUN SOUTHERLY ALONG SAID RIGHT OF WAY FOR 546.73 FEET; THENCE 82 DEGREES 54 MINUTES 39 SECONDS RIGHT, RUN 386.58 FEET TO THE WEST LINE OF SAID 1/4-1/4; THENCE 75 DEGREES 58 MINUTES 06 SECONDS RIGHT, RUN 419.11 FEET TO THE POINT OF BEGINNING; BEING SITUATED IN SHELBY COUNTY, ALABAMA

THIS DOES NOT CONSTITUTE THE HOMESTEAD OF THE MORTGAGOR.

**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 8/24/12 IN THE AMOUNT OF \$177981.78 AND NOTE DATED 6/29/12 IN THE AMOUNT OF \$115,000.00.

MODIFICATION TO REFERENCE NOTE DATED 6/29/12 ONLY - NO ADDITIONAL MORTGAGE TAXES COLLECTED


IF THE PROPERTY DESCRIBED IN SECTION 2 OF MORTGAGE DATED 7/10/07 IS MY PRINCIPAL RESIDENCE OR BECOMES MY PRINCIPAL RESIDENCE WHILE THIS MORTGAGE IS IN EFFECT (COLLECTIVELY, "HOMESTEAD PROPERTY"), I HEREBY WAIVE ANY AND ALL HOMESTEAD RIGHTS AND EXEMPTIONS IN THE HOMESTEAD PROPERTY AS GRANTED UNDER THE CONSTITUTION AND LAWS OF THE STATE OF ALABAMA FOR AS LONG AS I OCCUPY THE HOMESTEAD PROPERTY AS A PRINCIPAL RESIDENCE.

**MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by the Security Instrument at any one time will not exceed \$255,000.00  which is a \$ \_\_\_\_\_  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) JAMES B. KOVAKAS	8-24-12 _____ (Date)	(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 \_\_\_\_\_ } ss.

(Individual) I, a notary public, hereby certify that JAMES B. KOVAKAS, AN UNMARRIED 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)  
My Commission Expires 7-25-2013

  
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