

#2010002179-3

**RECORDATION REQUESTED BY:**

Renasant Bank  
Park Place Office  
2001 Park Place N Suite 100  
Birmingham, AL 35203

**WHEN RECORDED MAIL TO:**

Renasant Bank  
Beth Baker  
PO Box 4140  
Tupelo, MS 38803

**SEND TAX NOTICES TO:**

Renasant Bank  
Park Place Office  
2001 Park Place N Suite 100  
Birmingham, AL 35203

20121003000378170 1/2 \$165.00  
Shelby Cnty Judge of Probate, AL  
10/03/2012 12:57:20 PM FILED/CERT

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

**MODIFICATION OF MORTGAGE**



\*#####074006072012\*

**THIS MODIFICATION OF MORTGAGE** dated June 7, 2012, is made and executed between **DAVID BRYAN MOONEY**, whose address is **404 TUSCANY CIRCLE, CHELSEA, AL 35043-5355** (referred to below as "Grantor") and **Renasant Bank**, whose address is **2001 Park Place N Suite 100, Birmingham, AL 35203** (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated September 10, 2008 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

**09/16/2008 BY JUDGE OF PROBATE IN SHELBY COUNTY WITH INSTRUMENT #20080916000367590.**

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

THIS MORTGAGE IS TAKEN AS RENEWAL AND EXTENSION OF AND NOT IN CANCELLATION OF PREVIOUS MORTGAGE(S) DATED:  
09/10/2008 as recorded in Instrument #20080916000367590

SEE EXHIBIT "A" WHICH IS ATTACHED TO THE MORTGAGE AND MADE A PART OF THIS MORTGAGE AS IF FULLY SET FORTH THEREIN.

The Real Property or its address is commonly known as 1461 HIGHWAY 61, COLUMBIANA, AL 35051.

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

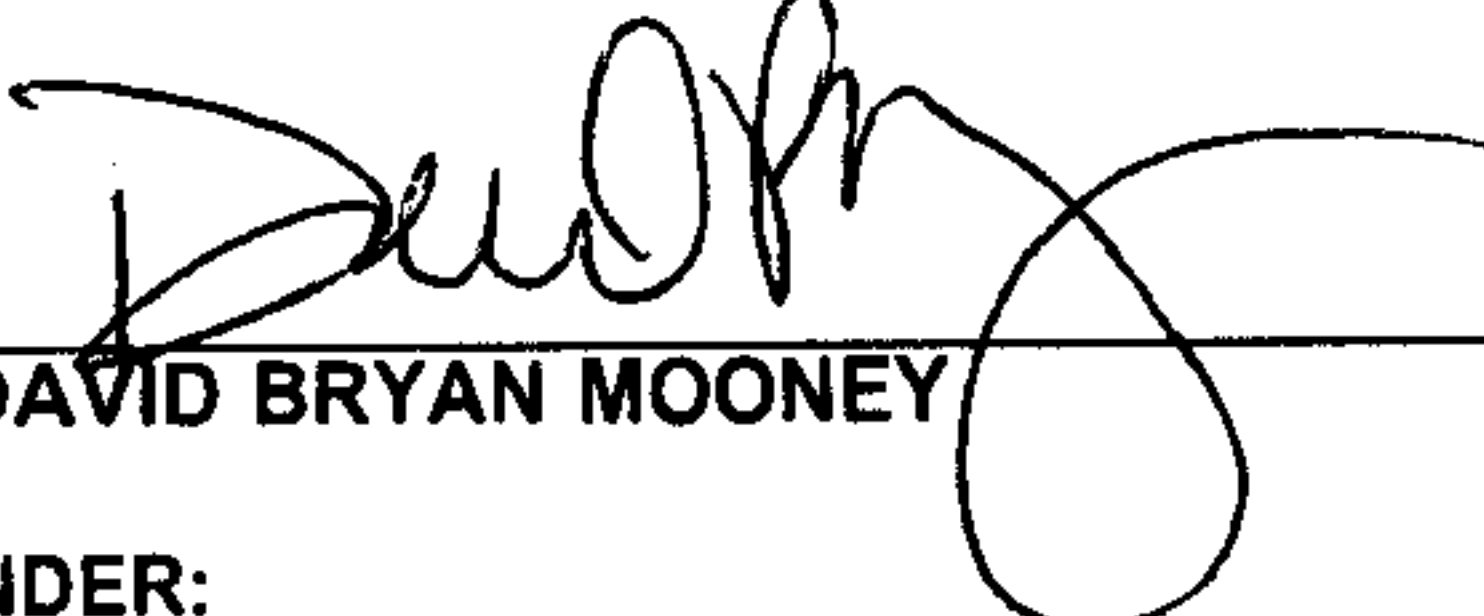
**PRINCIPAL INCREASE OF \$49,614.34 FROM \$50,385.66 TO \$100,000.00 AND EXTENSION OF MATURITY DATE TO 05/10/2013.**

**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 7, 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)  
DAVID BRYAN MOONEY

**LENDER:**

**RENASANT BANK**

X  (Seal)  
Authorized Signer

This Modification of Mortgage prepared by:

Name: WIL STOCKTON  
Address: 2001 Park Place N Suite 100  
City, State, ZIP: Birmingham, AL 35203

MODIFICATION OF MORTGAGE  
(Continued)

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama )  
 ) SS  
COUNTY OF Shelby )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **DAVID BRYAN MOONEY**, 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 7th day of June, 2012.

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: **May 26, 2015**  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

My commission expires \_\_\_\_\_

\_\_\_\_\_  
Notary Public

LENDER ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that \_\_\_\_\_ whose name as \_\_\_\_\_ of **Renasant 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 \_\_\_\_\_ of **Renasant Bank**, executed the same voluntarily on the day same bears date.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_

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