

This instrument was prepared by

BRYANT BANK (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 10-25-2012.
The parties and their addresses are:


MORTGAGOR: ARTHUR LEE PERKINS AND VICKI DAVIS PERKINS, HUSBAND AND WIFE
6974 HWY 28
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 10-03-2007 and recorded on 10-17-2007. The Security Instrument was recorded in the records of SHELBY County, Alabama at INST# 20071017000482870. The property is located in SHELBY County at 6974 HIGHWAY 28, COLUMBIANA, AL 35051.

Described as:

SEE ATTACHED EXHIBIT "A" LESS AND EXCEPT THAT PORTION OF THE PROPERTY UPON WHICH THE STICK BUILT HOUSE IS LOCATED.


20121227000494870 1/6 \$28.00
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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 10/25/2012 IN THE AMOUNT OF \$133,000.00

MODIFICATION TO ADD MORTGAGE RIDER

NO ADDITIONAL MORTGAGE TAXES PAID



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IF THE PROPERTY DESCRIBED IN SECTION 2 OF THE MORTGAGE DATED 10/3/2007 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 \$_____ ☐ 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.

Arthur Lee Perkins - 10/25/12
(Signature) ARTHUR LEE PERKINS (Date)

Vicki Davis Perkins - 10/25/12
(Signature) VICKI DAVIS PERKINS (Date)

(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 ARTHUR LEE PERKINS; VICKI DAVIS PERKINS, HUSBAND AND WIFE 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 25TH day of OCTOBER, 2012.

My commission expires:

(Seal)

Melinda Walker
(Notary Public)

Mortgage Rider

Lender

BRYANT BANK
21290 HIGHWAY 25
COLUMBIANA, AL 35051

Owner

ARTHUR LEE PERKINS; VICKI DAVIS PERKINS

6974 HWY 28, COLUMBIANA, AL 35051

Property Address: 6974 HIGHWAY 28, COLUMBIANA, AL 35051

Mortgage Rider

This Mortgage Rider, dated 10-25-2012, is incorporated into and amends the mortgage, deed of trust, or security deed (the Security Instrument) of the same date. The Security Instrument covers the Property described above.

Secured Debt

Secured Debt. The Secured Debt and Future Advances (sometimes referred to as Secured Debts) section of the Security Instrument is amended to add the following sentence as the last sentence in the final paragraph:

This Security Instrument will not secure any other debt if Lender fails, with respect to that other debt, to fulfill any necessary requirements or limitations of Sections 18(s), 19(a), 32 or 35 of Regulation Z.

Escrow

☐ **Escrow for Taxes and Insurance.** The Escrow for Taxes and Insurance section is revised to read as follows:

☐ **Escrow for Taxes and Insurance.** As provided in a separate agreement, the Mortgagor or Grantor agrees to pay to Lender funds for taxes and insurance in escrow.

☐ **Escrow for Taxes and Insurance.** Mortgagor or Grantor will pay to Lender amounts for (a) yearly taxes and assessments on the Property which under the law may be superior to this Security Instrument, (b) yearly leasehold payments or ground rents (if any), (c) yearly premiums for hazard or property insurance, (d) yearly premiums for flood insurance (if any), and (e) yearly premiums for mortgage insurance (if any). Mortgagor or Grantor will pay those amounts to Lender unless Lender tells Mortgagor or Grantor, in writing, that Mortgagor or Grantor does not have to do so, or unless the law requires otherwise. Mortgagor or Grantor will make those payments at the times required by Lender.



Lender will estimate from time to time Mortgagor or Grantor's yearly taxes, assessments, leasehold payments or ground rents and insurance premiums, which will be called the Escrow Items. Lender will use existing assessments and bills and reasonable estimates of future assessments and bills. The amounts that Mortgagor or Grantor pays to Lender for Escrow Items under this section will be called the Funds. Lender will collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Mortgagor or Grantor's escrow account under the federal Real Estate Settlement Procedures Act of 1974 (as amended), unless another law that applies to the Funds sets a lesser amount. If so, Lender will collect and hold Funds in the lesser amount.

Lender will keep the Funds in a savings or banking institution which has its deposits or accounts insured or guaranteed by a federal or state agency. If Lender is such an institution, Lender may hold the Funds. Lender will use the Funds to pay the Escrow Items. Lender will give Mortgagor or Grantor, without charge, an annual accounting of the Funds. That accounting must show all additions to and deductions from the Funds and the reason for each deduction.

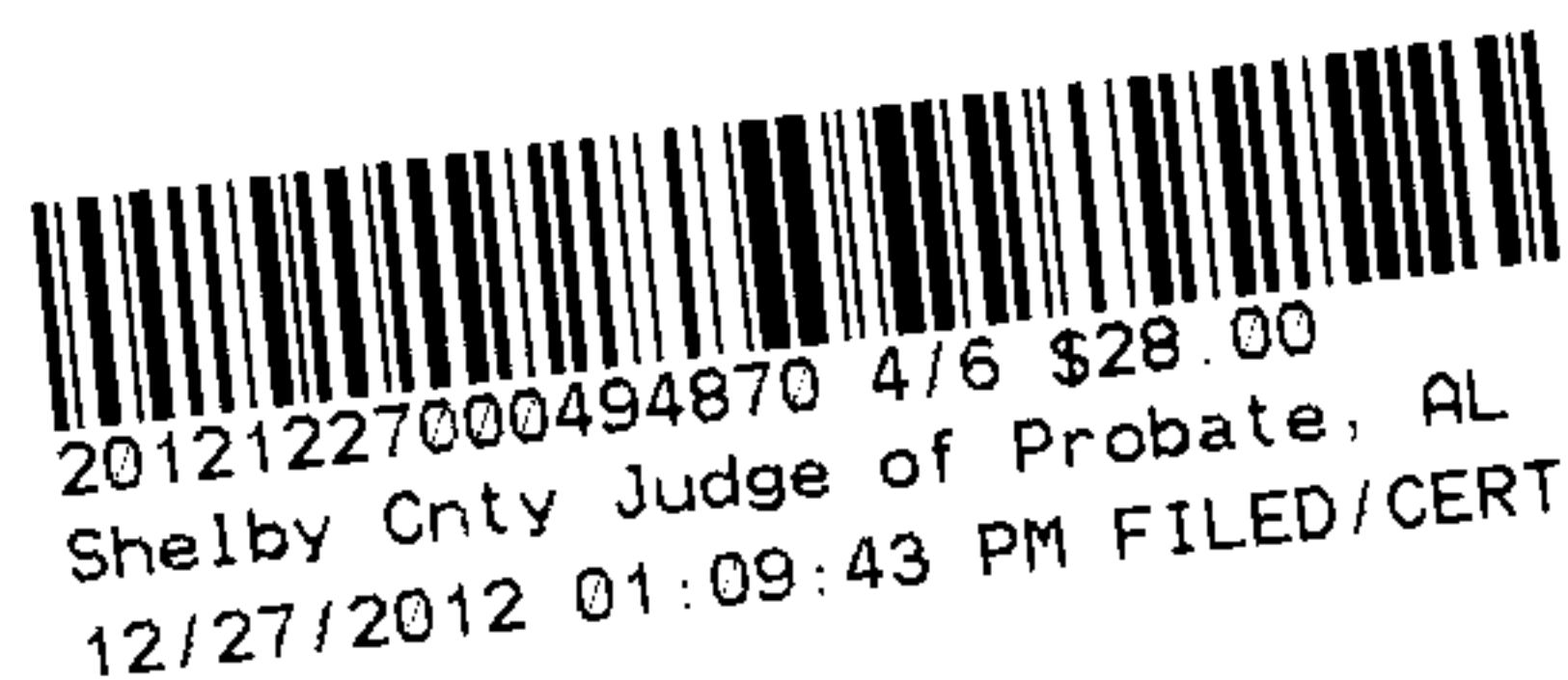
Lender may not charge Mortgagor or Grantor for holding or keeping the Funds, for using the Funds to pay Escrow Items, for analyzing Mortgagor or Grantor's payments of Funds, or for receiving, verifying and totaling assessments and bills. However, Lender may charge Mortgagor or Grantor for these services if Lender pays Mortgagor or Grantor interest on the Funds

and if the law permits Lender to make such a charge. Lender may require Mortgagor or Grantor to pay a one-time charge for an independent real estate tax reporting service used by Lender in accordance with the Secured Debts, unless applicable law provides otherwise. Lender will not be required to pay Mortgagor or Grantor any interest or earnings on the Funds unless either (i) Lender and Mortgagor or Grantor agree in writing, at the time Mortgagor or Grantor signed this Security Instrument, that Lender will pay interest on the Funds; or (ii) the law requires Lender to pay interest on the Funds.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender will account to borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may notify borrower in writing, and, in such case, borrower will pay to Lender the amount necessary to make up the shortage or deficiency. Borrower shall make up the shortage or deficiency as Lender directs, subject to the requirements of applicable law.

If, by reason of any default under this Security Instrument, Lender declares all Secured Debts due and payable, Lender may then apply any Funds against the Secured Debts.

When Mortgagor or Grantor has paid all of the sums secured, Lender will promptly refund to Mortgagor or Grantor any Funds that are then being held by Lender.



Signatures

Signatures. The Undersigned agree to the terms contained in this Rider.

Owner

Arthur Lee Perkins

Date

ARTHUR LEE PERKINS

(Seal)

10/25/12

Date

(Seal)

☐ Refer to the attached *Signature Addendum* for additional parties and signatures.

Vicki Davis Perkins

Date

VICKI DAVIS PERKINS

(Seal)

10/25/12

Date

(Seal)



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EXHIBIT A

Commencing at the SE corner of SE 1/4 of NW 1/4, Section 36, Township 21 South, Range 1 East, Shelby County, Alabama; thence South 0 degrees 22 minutes 40 seconds East along the West line of said 1/4-1/4 section line for 200.05 feet to a point on the North R.O.W. of County Hwy. #28 also the point of beginning; thence continue along previous described line for 952.71 feet to a point; thence South 50 degrees 50 minutes 15 seconds East for 481.46 feet to a point; thence North 79 degrees 46 minutes 25 seconds East for 245.0 feet to a point; thence North 89 degrees 54 minutes 10 seconds East for 572.02 feet to a point; thence North 89 degrees 56 minutes 05 seconds East for 680.85 feet to a point; thence South 59 degrees 04 minutes 30 seconds East for 40.0 feet to a point on the 397 contour of Lay Lake; thence south 67 degrees 38 minutes 15 seconds East along said contour line for 235.81 feet to a point; thence North 0 degrees 45 minutes 30 seconds East along said contour line for 395.13 feet to a point; thence North 4 degrees 06 minutes 35 seconds West along said contour for 161.98 feet to a point; thence North 4 degrees 01 minutes 45 seconds West along said contour for 258.04 feet to a point; thence south 84 degrees 16 minutes West for 231.53 feet to a point; thence North 27 degrees 12 minutes 25 seconds West for 771.16 feet to a point; thence North 81 degrees 44 minutes East for 376.84 feet to a point on the 397 contour of Lay Lake; thence North 34 degrees 13 minutes 25 seconds West along said contour for 190.0 feet to a point; thence North 82 degrees 26 minutes 05 seconds West along said contour for 120.0 feet to a point; thence North 86 degrees 44 minutes 55 seconds West for 108.60 feet to a point; thence North 64 degrees 17 minutes 35 seconds West for 308.65 feet to a point; thence North 36 degrees 35 minutes 45 seconds East for 450.90 feet to a point on the 397 contour of Lay Lake; thence North 57 degrees 38 minutes 35 seconds West along said contour for 174.49 feet to a point; thence South 49 degrees 07 minutes 10 seconds West for 315.23 feet to a point; thence South 74 degrees 01 minute 25 seconds West for 576.87 feet to a point; thence 5 degrees 48 minutes 25 seconds West for 563.22 feet to a point on the North R.O.W. of a public road; thence South 80 degrees 45 minutes 25 seconds West along said road for 157.76 feet to a point; thence South 80 degrees 42 minutes West along said road for 156.42 feet to a point; thence South 89 degrees 39 minutes 25 seconds West along said road for 240.54 feet back to the point of beginning. Being in a part of the SW 1/4 of NE 1/4, SE 1/4 of NE 1/4, NW 1/4 of SE 1/4, SW 1/4 of SE 1/4, NE 1/4 of SE 1/4 and SE 1/4 of SE 1/4, Section 36, Township 21 South, Range 1 East, Shelby County, Alabama.

LESS AND EXCEPT land described in Inst. No. 1994-5639 recorded in Probate Office of Shelby County, Alabama.

LESS AND EXCEPT the property conveyed to Talladega County Economic Development Authority, as described in deed recorded in Instrument #20061025000626130, in Probate Office.

LESS AND EXCEPT the property conveyed to Walter L. Bryant Jr. and Lisa L. Bryant as shown by deeds recorded in Instrument #20070222000080950, and Instrument #20070222000080970, in Probate Office.

