


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 _____


20130211000058810 1/3 \$84.00
Shelby Cnty Judge of Probate, AL
02/11/2013 11:50:35 AM FILED/CERT

MODIFICATION OF MORTGAGE

DATE AND PARTIES. The date of this Real Estate Modification (Modification) is 12-21-2012.
The parties and their addresses are:

MORTGAGOR: LESA M. PALMER AND MICHAEL A. PALMER, WIFE AND HUSBAND
2454 BLUE SPRINGS MANOR
WILSONVILLE, AL 35186

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 12-01-2010 and recorded on 12-29-2010. The Security Instrument was recorded in the records of SHELBY County, Alabama at INST #20101229000438240. The property is located in SHELBY County at 2454 BLUE SPRINGS ROAD, WILSONVILLE, AL 35186.

Described as:
SEE ATTACHED EXHIBIT "A"

MICHAEL ANTHONY PALMER AND MICHAEL A PALMER ARE ONE AND THE SAME PERSON

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 MODIFICATION DATED 12/21/2012 IN THE AMOUNT OF \$284,000.00

MODIFICATION TO INCREASE MORTGAGE AMOUNT

TAXED PAID ON \$44,000.00


IF THE PROPERTY DESCRIBED IN SECTION 2 OF THE MORTGAGE DATED 12/1/2010 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.

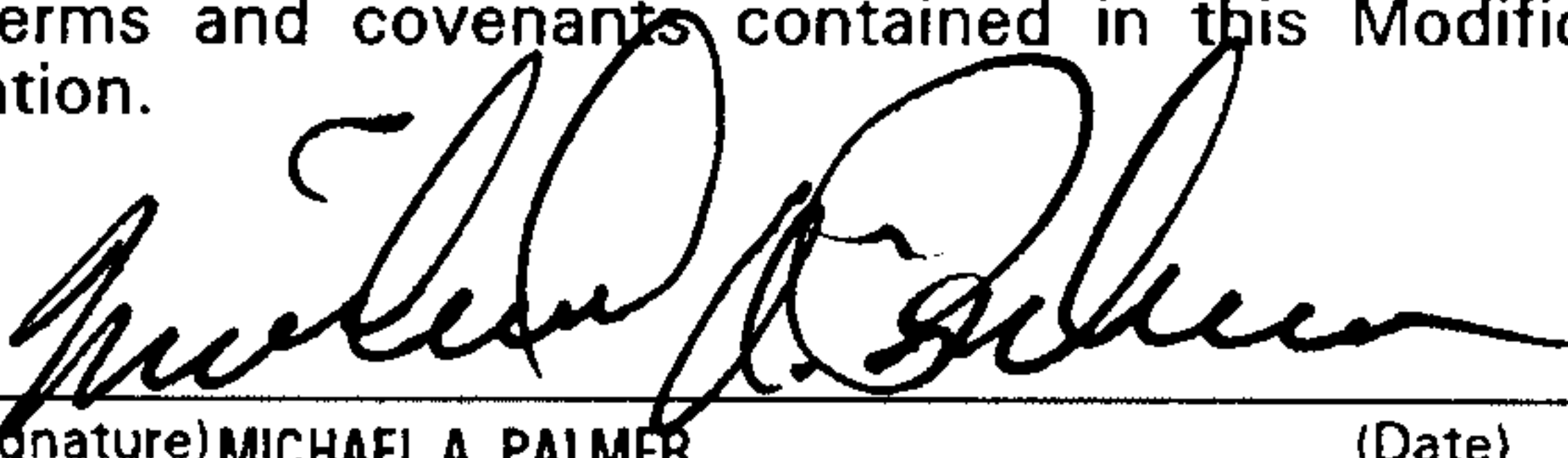
☒ **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by the Security Instrument at any one time will not exceed \$284,000.00 ☒ which is a \$44,000.00 ☒ increase ☐ decrease in the total principal amount secured. This limitation of amount does not include interest and other fees and charges 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.

 (Seal)
(Signature) LESA M. PALMER (Date)

 (Seal)
(Signature) MICHAEL A. PALMER (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 LESA M. PALMER; MICHAEL A. PALMER, WIFE AND HUSBAND

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 21ST day of DECEMBER, 2012.

My commission expires:

(Seal)

My Commission Expires 7-25-2013

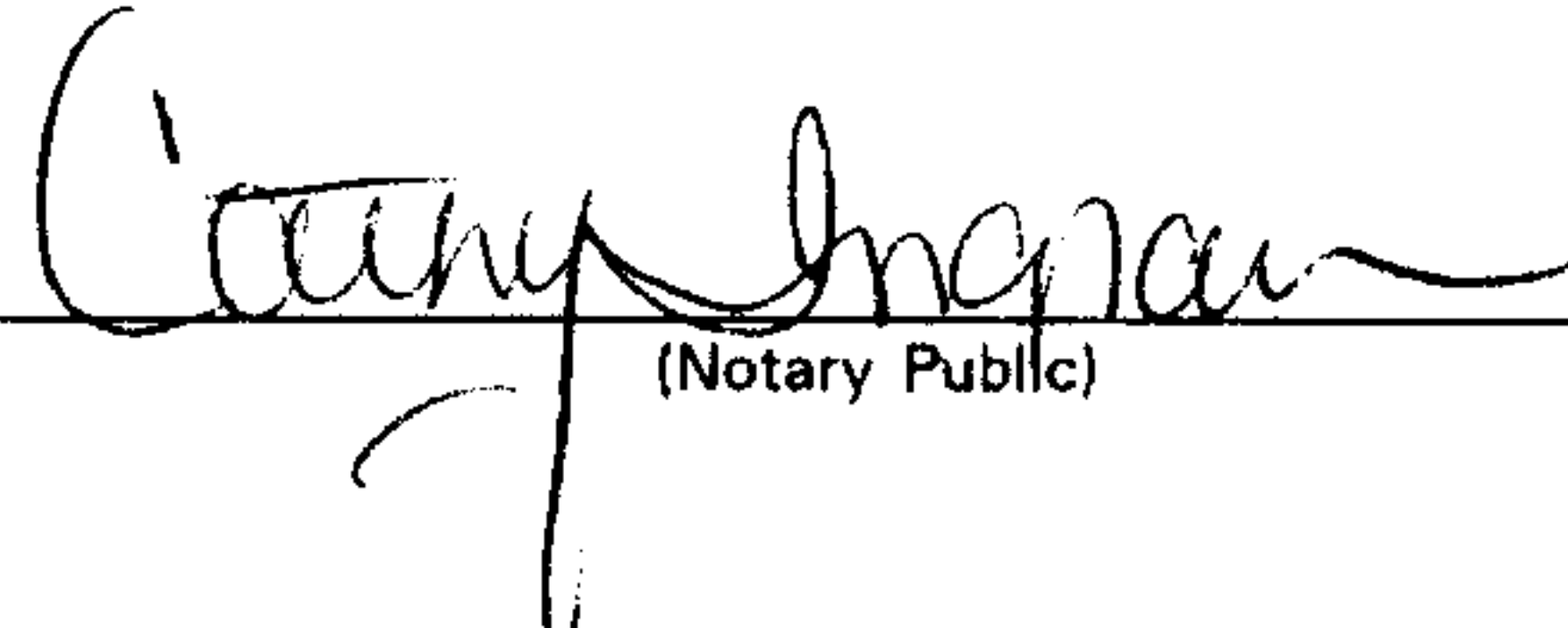


(Notary Public)

EXHIBIT A

Parcel 1, according to the John W. Rosamond Boundary Survey, recorded in Map Book 24, Page 76, in the Probate Office of Shelby County, Alabama, being more particularly described as follows:

From a 2-inch pipe accepted as the SW corner of the NE 1/4 of the NW 1/4 of Section 2, Township 21 South, Range 1 East, being the point of beginning of herein described parcel of land, run thence North along the accepted West boundary of said NE 1/4 of NW 1/4 a distance of 685.25 feet to a 1/2-inch rebar; thence turn 90 degrees 09 minutes 21 seconds right and run 458.45 feet along an accepted property line to a 1.5-inch pipe; thence turn 90 degrees 08 minutes 48 seconds left and run 395.72 feet to a 1.5-inch pipe; thence turn 89 degrees 19 minutes 23 seconds right and run 210.83 feet to a 1.25-inch solid bar; thence turn 89 degrees 12 minutes 04 seconds left and run 231.22 feet to a 1/2-inch rebar on the South boundary of Shelby County Highway #48 (60-foot right of way); thence turn 90 degrees 15 minutes 11 seconds right and run 50.00 feet along said highway boundary to a 1/2-inch rebar; thence turn 89 degrees 44 minutes 49 seconds right and run 1313.11 feet to a 1/2-inch rebar on the accepted South boundary of aforementioned NE 1/4 of NW 1/4 of land; thence turn 89 degrees 52 minutes 21 seconds right and run 716.85 feet along said accepted South boundary to the point of beginning of herein described parcel of land.


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