

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 01-25-2013.

The parties and their addresses are:


MORTGAGOR: SIDNEY JACKSON WHEELER, AN UNMARRIED MAN, AS AN INDUCEMENT TO MORTGAGEE AND AS AN ACCOMMODATION TO SIDNEY
WAYNE WHEELER AND CONNIE WHEELER
857 COUNTY ROAD 109
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 12-19-2007 and recorded on 01-03-2008. The Security Instrument was recorded in the records of SHELBY County, Alabama at INST #20080103000004040.
The property is located in SHELBY County at 6 ACRES 857 HIGHWAY 109, WILSONVILLE, AL 35186.

Described as:
SEE ATTACHED EXHIBIT "A"

THIS DOES NOT CONSTITUTE THE HOMESTEAD OF THE MORTGAGOR


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Shelby Cnty Judge of Probate, AL
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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 1/25/2013 IN THE AMOUNT OF \$31,000.00

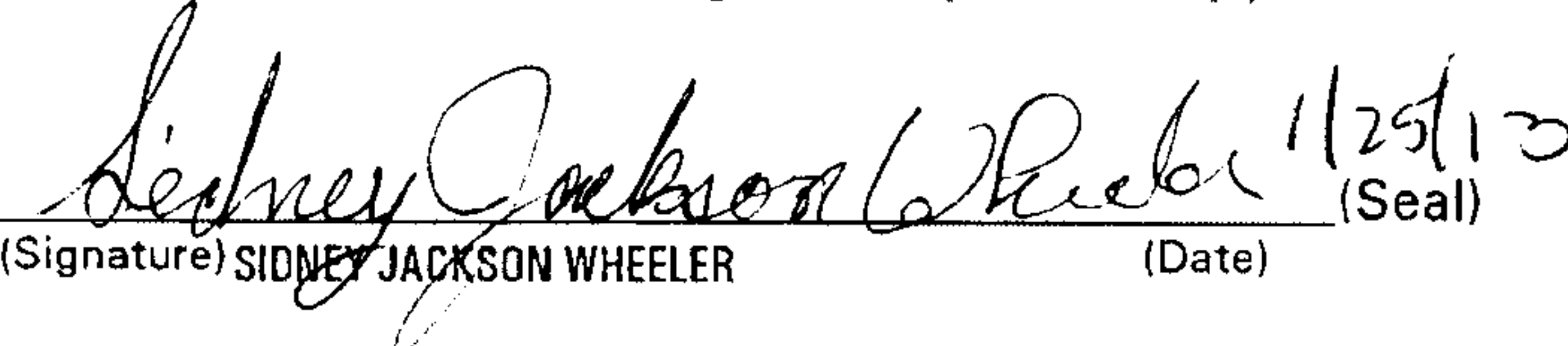
MODIFICATION TO INCREASE MORTGAGE AMOUNT AND ADD ACCOMMODATION VERBIAGE

☒ **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by the Security Instrument at any one time will not exceed \$31,000.00 ☒ which is a \$7,161.15 ☒ 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) <u>SIDNEY JACKSON WHEELER</u> (Date) <u>1/25/13</u> (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 Shelby } ss.
(Individual) I, a notary public, hereby certify that SIDNEY JACKSON WHEELER, 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 25TH day of JANUARY, 2013.
My commission expires:
(Seal)


(Notary Public)


EXHIBIT A

A parcel of land in the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 21, Township 20 South, Range 1 East, being more particularly described as follows:

Commencing at the Northwest corner of the Northwest quarter of the Southwest quarter of said Section 21; thence South 89 degrees 11 minutes 50 seconds East, along the North line of said sixteenth section, a distance of 669.25 feet to a point; thence South 00 degrees 28 minutes 15 seconds West, along the East line of Walnut Glen, a distance of 606.62 feet to the point of beginning; thence South 0 degrees 28 minutes 15 seconds West, along the East line of Walnut Glen, a distance of 272.01 feet, to a $\frac{1}{2}$ " rebar, found; thence South 89 degrees 18 minutes 17 seconds East, along the North line of the Lee Family Subdivision, a distance of 324.87 feet to a point; thence North 00 degrees 28 minutes 15 seconds East, a distance of 904.30 feet to a point in an old fence; thence South 89 degrees 28 minutes 25 seconds West along said old fence, a distance of 274.91 feet to a point; thence South 00 degrees 28 minutes 15 seconds West, a distance of 626.52 feet to a point; thence North 89 degrees 12 minutes 33 seconds West, a distance of 50.00 feet to the point of beginning.

ALSO, an easement for ingress and egress being described as follows: A strip of land, 30 feet in width, across the South 30 feet of the Jack Wheeler property, from the East line of the above described parcel to Highway 109.

According to the survey of Sid Wheeler, dated November 21, 2007.


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