

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 01-16-2013.
The parties and their addresses are:

MORTGAGOR: J FRANK HEAD AND JENNIFER J. HEAD, A MARRIED MAN, JENNIFER J HEAD A MARRIED WOMAN AS AN INDUCEMENT TO MORTGAGEE
AND AS AN ACCOMMODATION TO J FRANK HEAD
204 EAST STERRETT ST
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 10-05-2009 and recorded on 10-23-2009. The Security Instrument was recorded in the records of SHELBY County, Alabama at INST #20091023000399330.
The property is located in SHELBY County at 204 E STERRETT STREET, COLUMBIANA, AL 35051.

Described as:
SEE ATTACHED EXHIBIT "A"



20130304000089320 1/3 \$63.00
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 1/16/2013 IN THE AMOUNT OF \$50,000.00

MODIFICATION TO INCREASE MORTGAGE AMOUNT

ADDITIONAL MORTGAGE TAXES PAID ONLY ON \$30,000.00

IF THE PROPERTY DESCRIBED IN SECTION 2 OF THE MORTGAGE DATED 10/5/2009 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 \$50,000.00 ☒ which is a \$30,000.00 ☒ 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.

J Frank Head 1/16/13 (Seal)
(Signature) J FRANK HEAD (Date)

Jennifer J. Head 1/16/13 (Seal)
(Signature) JENNIFER J. HEAD (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 J FRANK HEAD; JENNIFER J. HEAD, 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 16TH day of JANUARY, 2013.

My commission expires:

(Seal)



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Melinda S. Walker
(Notary Public)
Melinda S. Walker

MELINDA S. WALKER
Notary Public, State of Alabama
Alabama State At Large
Commission Expires
2/3, 2013

(page 2 of 2)

EXHIBIT A

Commence at the Northeast corner of the SW 1/4 of SW 1/4, Section 24, Township 21 South, Range 1 West; thence run Westerly along the North boundary line of said SW 1/4 of SW 1/4 a distance of 563.87 feet to a point; thence turn an angle of 89 degrees 08 minutes 25 seconds to the left and run Southerly a distance of 423.00 feet to the point of beginning; thence continue along the same line of direction a distance of 325.00 feet to a point on the North boundary line of East Sterrett Street; thence turn an angle 89 degrees 59 minutes 22 seconds to the left and run Easterly along said boundary line of East Sterrett Street a distance of 150.00 feet to a point; thence turn an angle of 90 degrees 00 minutes 38 seconds to the left and run Northerly a distance of 325.00 feet to a point; thence turn an angle of 89 degrees 59 minutes 22 seconds to the left and run Westerly a distance of 150.00 feet to the point of beginning. Said lot is lying in the SW 1/4 of SW 1/4, Section 24, Township 21 South, Range 1 West, Shelby County, Alabama.

According to survey of Lewis H. King, Jr., RLS#12487, dated August 26, 1994.



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