

  
20130514000199140 1/7 \$31.00  
Shelby Cnty Judge of Probate, AL  
05/14/2013 11:10:53 AM FILED/CERT

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 04-05-2013.  
The parties and their addresses are:

**MORTGAGOR:** BOYD LANE BRISTOW AND MELANIE K. BRISTOW, HUSBAND AND WIFE  
5400 HWY 86  
CALERA, AL 35040

**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 04-11-2008 and recorded on 04-25-2008. The Security Instrument was recorded in the records of SHELBY County, Alabama at INST #20080425000169420.  
The property is located in SHELBY County at 5400 HIGHWAY 86, CALERA, AL 35040.

Described as:  
SEE ATTACHED EXHIBIT "A"

**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 4/5/2013 IN THE AMOUNT OF \$150,000.00

MODIFICATION TO ADD MORTGAGE RIDER

NO ADDITIONAL MORTGAGE TAXES PAID

IF THE PROPERTY DESCRIBED IN SECTION 2 OF THE MORTGAGE DATED 4/11/2008 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.

Boyd Lane Bristow (Seal)  
(Signature) BOYD LANE BRISTOW (Date) 4-5-13

\_\_\_\_\_  
(Signature) (Date) (Seal)

\_\_\_\_\_  
(Signature) (Date) (Seal)

Melanie K. Bristow (Seal)  
(Signature) MELANIE K. BRISTOW (Date) 4-5-13

\_\_\_\_\_  
(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 BOYD LANE BRISTOW; MELANIE K. BRISTOW, 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 5TH day of APRIL, 2013.

My commission expires:

(Seal)

Julie J. Zoller  
(Notary Public)

My Commission Expires 08-12-2014

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# Mortgage Rider

**Lender**

BRYANT BANK  
21290 HIGHWAY 25  
COLUMBIANA, AL 35051

**Owner**

BOYD LANE BRISTOW; MELANIE K. BRISTOW  
  
5400 HWY 86, CALERA, AL 35040

Property Address: 5400 HIGHWAY 86, CALERA, AL 35040

## **Mortgage Rider**

This Mortgage Rider, dated 04-05-2013, 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

Boyd Lane Bristow

Date

BOYD LANE BRISTOW

(Seal)

4-5-13

Date

(Seal)

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

Mortgage Rider  
VMP® Bankers Systems™  
Wolters Kluwer Financial Services © 2011

Melanie K. Bristow

Date

MELANIE K. BRISTOW

(Seal)

4-5-13

Date

(Seal)

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## EXHIBIT A

A parcel of land being situated in the NW 1/4 of Section 2, Township 24 North, Range 14 East, in Shelby County, Alabama, and being more particularly described as follows:

Commencing at the NE corner of the NW 1/4 of the NE 1/4 of Section 2, Township 24 North, Range 14 East, Shelby County, Alabama; thence North 88 degrees 34 minutes 01 seconds West a distance of 1,318.90 feet to the point of beginning; thence continue Westerly along said line, a distance of 554.25 feet; thence South 01 degrees 54 minutes 50 seconds West, a distance of 752.81 feet; thence North 88 degrees 34 minutes 01 minutes West, a distance of 1,015.49 feet; thence North 33 degrees 34 minutes 00 seconds West, a distance of 467.43 feet to a point on the Easterly right of way of Shelby County Highway 86; thence South 36 degrees 07 minutes 59 seconds West along said right of way, a distance of 317.34 feet to a point of curve to the left, having a radius of 300.00 feet and a central angle of 04 degrees 01 minutes 07 seconds, said curve subtended by a chord bearing South 34 degrees 07 minutes 25 seconds West and a chord distance of 21.04 feet; thence Southwesterly along the arc of said curve and along said right of way a distance of 21.04 feet; thence South 32 degrees 06 minutes 52 seconds West along said right of way, a distance of 160.18 feet to a point of curve to the left having a radius of 300.00 feet and a central angle of 13 degrees 37 minutes 20 seconds, said curve subtended by a chord bearing South 25 degrees 18 minutes 12 seconds West and a chord distance of 71.16 feet; thence Southwesterly along the arc of said curve and along said right of way a distance of 71.33 feet; thence South 18 degrees 29 minutes 31 seconds West along said right of way, a distance of 393.51 feet to a point of curve to the left having a radius of 300.00 feet and a central angle of 12 degrees 55 minutes, said curve subtended by a chord bearing South 12 degrees 20 minutes 04 seconds West and a chord distance of 64.36 feet; thence Southerly along the arc of said curve and along the arc of said curve and along said right of way a distance of 64.48 feet; thence South 06 degrees 10 minutes 36 seconds West and along said right of way, a distance of 435.25 feet to a point of curve to the right having a radius of 300.00 feet and a central angle of 04 degrees 54 minutes 00 seconds, said curve subtended by a chord bearing South 08 degrees 37 minutes 36 seconds West and a chord distance of 25.65 feet; thence Southerly along the arc of said curve and along said right of way a distance of 25.66 feet; thence South 83 degrees 20 minutes 13 seconds East and leaving said right of way, a distance of 837.62 feet; thence South 83 degrees 46 minutes 40 seconds East, a distance of 802.84 feet; thence South 01 degrees 28 minutes 57 seconds West, a distance of 738.64 feet to a point on the South line of the NW 1/4 of said Section; thence South 88 degrees 28 minutes 58 seconds East along said South line, a distance of 657.91 feet to the SE corner of the NW 1/4 of said Section; thence North 01 degrees 54 minutes 50 seconds East along the East line of said 1/4 Section, a distance of 2,633.20 feet to the point of beginning.

According to survey of R.C. Farmer and Associates, Inc., dated October 19, 1993.

### LESS AND EXCEPT:

A parcel of land being situated in the NE 1/4 of Section 2, Township 24 North, Range 14 East, in Shelby County, Alabama, and being described as follows:

Commencing at the NE corner of the NW 1/4 of the NE 1/4 of Section 2, Township 24 North, Range 14 East; thence North 88 degrees 34 minutes 01 seconds West and run along the North line of said 1/4-1/4



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Section a distance of 1318.90 feet; thence South 01 degrees 54 minutes 50 seconds West and run a distance of 1448.96 feet; thence North 82 degrees 28 minutes 44 seconds West and run a distance of 1451.07 feet to the point of beginning; thence North 82 degrees 28 minutes 44 seconds West and run a distance of 806.13 feet to the Easterly right of way of Shelby County Highway No. 86 (80-foot right of way); thence South 18 degrees 29 minutes 31 seconds West and along said Easterly right of way run a distance of 18.83 feet to the point of a curve to the left and having a radius of 300.00 feet and a central angle of 12 degrees 18 minutes 55 seconds; thence continue along the arc of said curve a distance of 64.48 feet, said arc being subtended by a chord which bears South 12 degrees 20 minutes 03 seconds West and a chord distance of 64.36 feet; thence South 06 degrees 10 minutes 36 seconds West and along said Easterly right of way a distance of 435.45 feet to a point of a curve to the right having a radius of 300.00 feet and a central angle of 04 degrees 53 minutes 57 seconds; thence run along the arc of said curve a distance of 25.65 feet, said arc being subtended by a chord which bears North 08 degrees 37 minutes 34 seconds West and a chord distance of 25.64 feet; thence South 83 degrees 20 minutes 13 seconds East and leaving said Easterly right of way run a distance of 837.626 feet; thence North 04 degrees 03 minutes 30 seconds East and run a distance of 532.02 feet to the point of beginning.

According to survey of Robert C. Farmer, RLS #14720, dated August 15, 1995.

