

20130605000228760 1/6 \$28.00
Shelby Cnty Judge of Probate, AL
06/05/2013 10:20:58 AM FILED/CERT

This instrument was prepared by

BRYANT BANK (name)

5319 US HIGHWAY 280 S BIRMINGHAM AL 35242 (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 05-01-2013.
The parties and their addresses are:

MORTGAGOR: JONATHAN A. SPANN AND SHELLEY D S SPANN, HUSBAND AND WIFE
236 ASHLAND DRIVE
BIRMINGHAM, AL 35242

LENDER: BRYANT BANK
ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF ALABAMA
5319 US HIGHWAY 280 SOUTH
HOOVER, AL 35242

BACKGROUND. Mortgagor and Lender entered into a Security Instrument dated 05-06-2008 and recorded on 05-27-2008. The Security Instrument was recorded in the records of SHELBY County, Alabama at INST #20080527000213620. The property is located in SHELBY County at 236 ASHLAND DRIVE, BIRMINGHAM, AL 35242.

Described as:
SEE ATTACHED EXHIBIT "A"

JAS

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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 5/1/2013 IN THE AMOUNT OF \$38,753.00

MODIFICATION TO ADD MORTGAGE RIDER

NO ADDITIONAL MORTGAGE TAXES PAID

IF THE PROPERTY DESCRIBED IN SECTION 2 OF THE MORTGAGE DATED 5/6/2008 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.

(Signature) JONATHAN A. SPANN (Date) 5/1/13 (Seal)

(Signature) _____ (Date) _____ (Seal)

(Signature) _____ (Date) _____ (Seal)

(Signature) SHELLEY D S SPANN (Date) 5/1/13 (Seal)

(Signature) _____ (Date) _____ (Seal)

(Signature) _____ (Date) _____ (Seal)

(Witness as to all signatures)

(Witness as to all signatures)

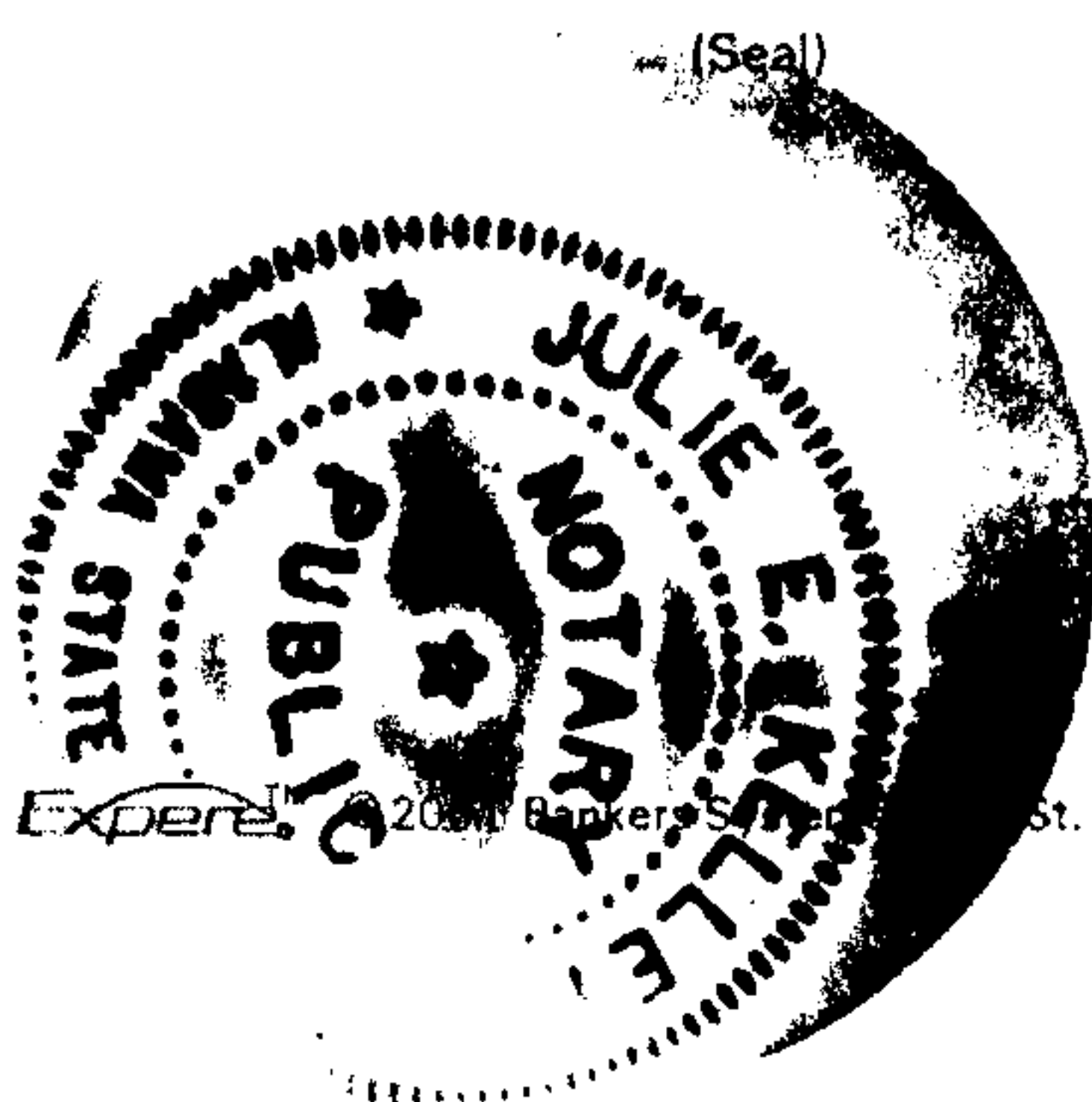
ACKNOWLEDGMENT:

STATE OF ALABAMA, COUNTY OF Shelby } ss.

(Individual) I, a notary public, hereby certify that JONATHAN A. SPANN; SHELLEY D S SPANN, 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 1ST day of MAY, 2013.

My commission expires:



(Signature) Julie E. Skelley (Notary Public)

MY COMMISSION EXPIRES FEBRUARY 14, 2016



Mortgage Rider

Lender

BRYANT BANK
5319 US HIGHWAY 280 SOUTH
HOOVER, AL 35242

Owner

JONATHAN A. SPANN; SHELLEY D S SPANN

236 ASHLAND DRIVE, BIRMINGHAM, AL 35242

Property Address: 236 ASHLAND DRIVE, BIRMINGHAM, AL 35242

Mortgage Rider

This Mortgage Rider, dated 05-01-2013, 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.

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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.



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Signatures

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

Owner

5/1/13
Date
JONATHAN A. SPANN
(Seal)

5/1/13
Date
(Seal)

5/1/13
Date
SHELLEY D S SPANN
(Seal)

5/1/13
Date
(Seal)

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

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

MTG-R 4/30/2011
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Exhibit "A"

Lot 31-34, according to the Survey of Highland Lakes, 31st Sector, Phase I, an Kddleman Community, as recorded in Map Book 34, Page 149, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Together with nonexclusive easement to use the private roadways, Common Area all as more particularly described in the Declaration of Easements and Master Protective Covenants for Highland Lakes, a Residential Subdivision recorded as Instrument No. 1994-07111 and amended in Instrument No. 1996-17543, and further amended in Instrument No. 1999-31095, in the Probate Office of Shelby County, Alabama, and the Declaration of Covenants, Conditions and Restrictions for Highland Lakes, a Residential Subdivision, 31st Sector, Phase I, recorded in Instrument No. 20051215000649670, in the Probate Office of Shelby County, Alabama (which together with all amendments thereto is hereinafter collectively referred to as the "Declaration"). Mineral and mining rights excepted.



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