

20130905000360900 1/2 \$92.00
Shelby Cnty Judge of Probate, AL
09/05/2013 11:57:01 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 07-08-2013.

The parties and their addresses are:

MORTGAGOR: GARRY MILES, AN UNMARRIED MAN, HOLLY DOBBS AND WILLIAM C DOBBS III, WIFE AND HUSBAND, AS AN INDUCEMENT TO
MORTGAGEE AND AS AN ACCOMMODATION TO WILLIAM CLABURN DOBBS AND HOLLY NAOMI DOBBS
647 LAKE DRIVE
SHELBY, AL 35143

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 05-23-2013 and recorded on _____. The Security Instrument was recorded in the records of SHELBY County, Alabama at _____.
The property is located in SHELBY County at 647 LAKE DRIVE, SHELBY, AL 35143.

Described as:

LOT 345, ACCORDING TO THE SURVEY OF ALABAMA POWER COMPANY RECREATIONAL COTTAGE SITE, SECTOR 1, AS RECORDED IN MAP BOOK 21, PAGES 96 A-C, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

GARRY MILES - 1/3 INTEREST
HOLLY DOBBS AND WILLIAM C DOBBS III - 2/3 INTEREST

HOLLY DOBBS AND HOLLY NAOMI DOBBS ARE ONE AND THE SAME PERSON
WILLIAM C DOBBS III AND WILLIAM CLABURN DOBBS III 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 DATED 7/8/2013 IN THE AMOUNT OF \$100,000.00

MODIFICATION TO INCREASE MORTGAGE AMOUNT AND REMOVE CRYSTAL POWELL, AN UNMARRIED WOMAN FROM MORTGAGE

IF THE PROPERTY DESCRIBED IN SECTION 2 OF THE MORTGAGE DATED 5/23/2013 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.


ADDITIONAL MORTGAGE TAXES PAID ON \$50,000.00

☒ **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by the Security Instrument at any one time will not exceed \$100,000.00 ☒ which is a \$50,000.00 ☒ 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.

 7/8/13 (Seal)
(Signature) GARRY MILES (Date)

 7/8/13 (Seal)
(Signature) HOLLY DOBBS (Date)

(Signature) (Date) (Seal)

 7/8/13 (Seal)
(Signature) WILLIAM C DOBBS III (Date)

(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 GARRY MILES, AN UNMARRIED MAN, HOLLY DOBBS, AND WILLIAM C DOBBS III, 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 23RD day of MAY, 2013.

My commission expires:

(Seal)


(Notary Public)

MY COMMISSION EXPIRES APRIL 9, 2017