

159004
Rerecording to
correct notary acknowledgment



20131206000472020 1/3 \$21.00
Shelby Cnty Judge of Probate, AL
12/06/2013 10:08:01 AM FILED/CERT

This instrument was prepared by

BRYANT BANK (name)

21290 HWY 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 06-21-2013.

The parties and their addresses are:

MORTGAGOR: ABBY'S INVESTMENTS LLC, AS AN INDUCEMENT TO MORTGAGEE AND AS AN ACCOMMODATION TO BENNY D DAVIS AND GLENDA RAE
JONES
P O BOX 1363
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 04-22-2013 and recorded on 7/23/2013. The Security Instrument was recorded in the records of SHELBY County, Alabama at INST #20130723000299150. The property is located in SHELBY County at 4.48 ACRES HUB LEE ROAD, COLUMBIANA, AL 35051.


Described as:
SEE ATTACHED EXHIBIT "A"



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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 4/22/13 IN THE AMOUNT OF \$179,249.50 AND NOTE DATED 6/21/13 IN THE AMOUNT OF \$40,999.62.


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NO ADDITIONAL MORTGAGE TAXES PAID - MODIFICATION TO CHANGE ACCOMMODATION VERBIAGE.

IF THE PROPERTY DESCRIBED IN SECTION 2 OF THE MORTGAGE DATED 4/22/13 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 RESIDENT

☐ **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.

ABBY'S INVESTMENTS LLC

 6/21/13 (Seal)
(Signature) BENNY D. DAVIS, MEMBER (Date)

(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 Al. COUNTY OF Shelby } ss.
(Individual) I, a notary public, hereby certify that Benny D. Davis, a member of
Abby's Investments LLC 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 21st day of June 2013.
My commission expires:

(Seal)


(Notary Public)

MY COMMISSION EXPIRES APRIL 9, 2017

EXHIBIT A


PARCEL I:


That certain tract of land described as commencing at the Northeast corner of the Northeast Quarter of the Southwest Quarter of Section 23, Township 21 South, Range 1 West and run thence South 85 degrees and 30 minutes a distance of 660 feet to the point of beginning of the lot herein described and conveyed; run thence South 4 degrees and 30 minutes East a distance of 236 feet; run thence south 85 degrees and 30 minutes West a distance of 370 feet; run thence North 4 degrees and 30 minutes West, a distance of 236 feet; run thence North 85 degrees and 30 minutes East, a distance of 370 feet to point of beginning. to point of beginning.

ALSO, a roadway 15 feet in width described as beginning at the Southeast corner of the above described two acres and run thence 52 degrees and 30 minutes East a distance of 328 feet; run thence North 84 degrees East a distance of 210 feet; run thence south 4 degrees and 30 minutes East a distance of 15 feet; run thence South 84 degrees West a distance of 210 feet; run thence North 52 degrees and 30 minutes West a distance of 328 feet, more or less, to the South boundary line of the above described two-acre tract of land; run thence North 85 degrees and 30 minutes East a distance of 15 feet, more or less, to the point of beginning. Situated in Shelby County, Alabama.

PARCEL II:

Commence at the NE corner of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$, Section 23, Township 21 South, Range 1 West and run thence West along the North line of said $\frac{1}{4}$ - $\frac{1}{4}$ section a distance of 660 feet; thence turn left and run South 4 degrees, 30 minutes East a distance of 105 feet to the point of beginning; thence continue along last described course a distance of 131 feet; thence turn left and run South 52 degrees 30 minutes East a distance of 328 feet; thence turn left and run North 84 degrees East to a point 210 feet West of the East line of said $\frac{1}{4}$ - $\frac{1}{4}$ section; thence turn left and run North parallel with the East line of said $\frac{1}{4}$ - $\frac{1}{4}$ section to a point which is 105 feet South of the North line of said $\frac{1}{4}$ - $\frac{1}{4}$ section; thence turn left and run West parallel with the North line of said $\frac{1}{4}$ - $\frac{1}{4}$ section a distance of 450 feet, more or less, to the point of beginning. Situated in Shelby County, Alabama


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