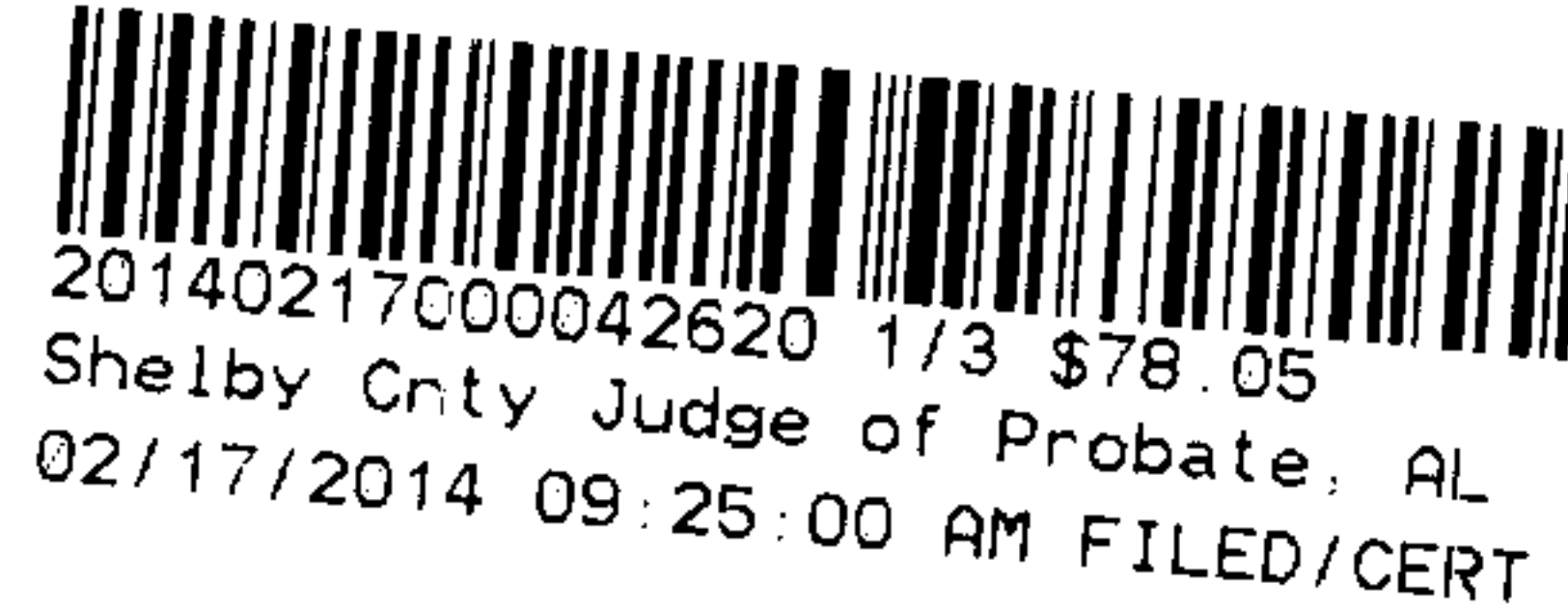


RECORDATION REQUESTED BY:

Trustmark National Bank
Alabama Main Office
107 St. Francis Street
Mobile, AL 36602

WHEN RECORDED MAIL TO:

Trustmark National Bank
Attn: Loan Operations
P. O. Box 1182
Jackson, MS 39205

**SEND TAX NOTICES TO:**

Tena Renae Niven
205 Shady Hill Drive
Montevallo, AL 35115

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

Notice: The original principal amount available under the Note (as defined below), which was \$18,700.00 (on which any required taxes already have been paid), now is increased by an additional \$20,000.00.

THIS MODIFICATION OF MORTGAGE dated January 17, 2014, is made and executed between Tena Renae Niven; An Unmarried Person (referred to below as "Grantor") and Trustmark National Bank, whose address is 107 St. Francis Street, Mobile, AL 36602 (referred to below as "Lender").

MORTGAGE. The Peoples Bank and Trust Company and Grantor have entered into a Mortgage dated December 8, 2003 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded December 17, 2003 in the records of the Office of the Judge of Probate of Shelby County, Alabama in Instrument 20031217000810260.

Lender is the successor in interest to The Peoples Bank and Trust Company pursuant to the following transactions:

The Peoples Bank and Trust Company merged with and into BankTrust by merger agreement filed in the Alabama Secretary of State's office on December 11, 2007, effective on December 14, 2007.

BankTrust was subsequently merged with and into Trustmark National Bank, Jackson, MS, according to that certain Agreement and Plan of Merger of BankTrust with and into Trustmark National Bank which was recorded in the Alabama Secretary of State's office on February 11, 2013.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in Shelby County, State of Alabama:

COMMENCE AT THE NORTHEAST CORNER OF THE SE 1/4 OF NW 1/4, SECTION 2, TOWNSHIP 24 NORTH, RANGE 12 EAST AND RUN IN A SOUTHERLY DIRECTION ALONG THE EAST LINE OF SAID QUARTER-QUARTER SECTION A DISTANCE OF 1250.44 FEET TO THE NORTH RIGHT OF WAY LINE OF HIGHWAY NO. 25; THENCE TURN AN ANGLE OF 98 DEGREES 16 MINUTES TO THE RIGHT ALONG SAID RIGHT OF WAY LINE FOR A DISTANCE OF 210.0 FEET TO THE WEST SIDE OF A PUBLIC DRIVE; THENCE TURN AN ANGLE OF 81 DEGREES 44 MINUTES TO THE RIGHT FOR A DISTANCE 840.0 FEET TO THE NORTHEAST CORNER OF ROY LAMAR AND FRANCES OZELLE KIRBY LOT TO THE POINT OF BEGINNING; THENCE CONTINUE NORTHERLY ALONG SAID WEST SIDE OF PUBLIC DRIVE FOR A DISTANCE OF 210.0 FEET; THENCE TURN AN ANGLE OF 81 DEGREES 44 MINUTES TO THE LEFT AND PARALLEL TO THE NORTH RIGHT OF WAY LINE OF SAID HIGHWAY 25 FOR A DISTANCE OF 93.0 FEET TO A POINT; THENCE TURN AN ANGLE OF 98 DEGREES 16 MINUTES TO THE LEFT AND PARALLEL TO THE ABOVE SAID PUBLIC DRIVE FOR A DISTANCE OF 210.0 FEET TO SAID KIRBY LOT NORTH LINE; THENCE TURN AN ANGLE OF 81 DEGREES 44 MINUTES TO THE LEFT AND RUN ALONG THE NORTH LINE OF SAID KIRBY LOT A DISTANCE OF 93.0 FEET TO THE POINT OF BEGINNING.

The Real Property or its address is commonly known as 205 Shady Hill Drive, Montevallo, AL 35115.

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

The credit limit of the Credit Agreement and the amount of the above described Mortgage shall be increased to \$20,000.00.

The maturity date of the Credit Agreement and the above described Mortgage will be extended to January 17, 2014.

MAXIMUM LIEN. The total amount of the indebtedness secured by this Mortgage may decrease or increase from time to time, but the maximum amount of principal indebtedness which may be outstanding at any one time shall not exceed \$20,000.00, plus interest, and amounts expended or advanced by Lender for the payment of taxes, levies or insurance on the Property, and interest on such amounts.

CROSS COLLATERALIZATION. In addition to the Note, this Mortgage secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JANUARY 17, 2014.

THIS MODIFICATION IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MODIFICATION IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

GRANTOR:

X  (Seal)
Teria Renae Niven


LENDER:

TRUSTMARK NATIONAL BANK

X  (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: Judy L. Santa Cruz, Retail Banker
Address: 107 St. Francis Street
City, State, ZIP: Mobile, AL 36602


20140217000042620 2/3 \$78.05
Shelby Cnty Judge of Probate, AL
02/17/2014 09:25:00 AM FILED/CERT

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama

COUNTY OF Shelby

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I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **Tena Renae Niven, An Unmarried Person**, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Modification, he or she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 17th day of January, 20 14.

Judy L. Santa Cruz
Notary Public

My commission expires 6-8-14

LENDER ACKNOWLEDGMENT

STATE OF AL

COUNTY OF Shelby

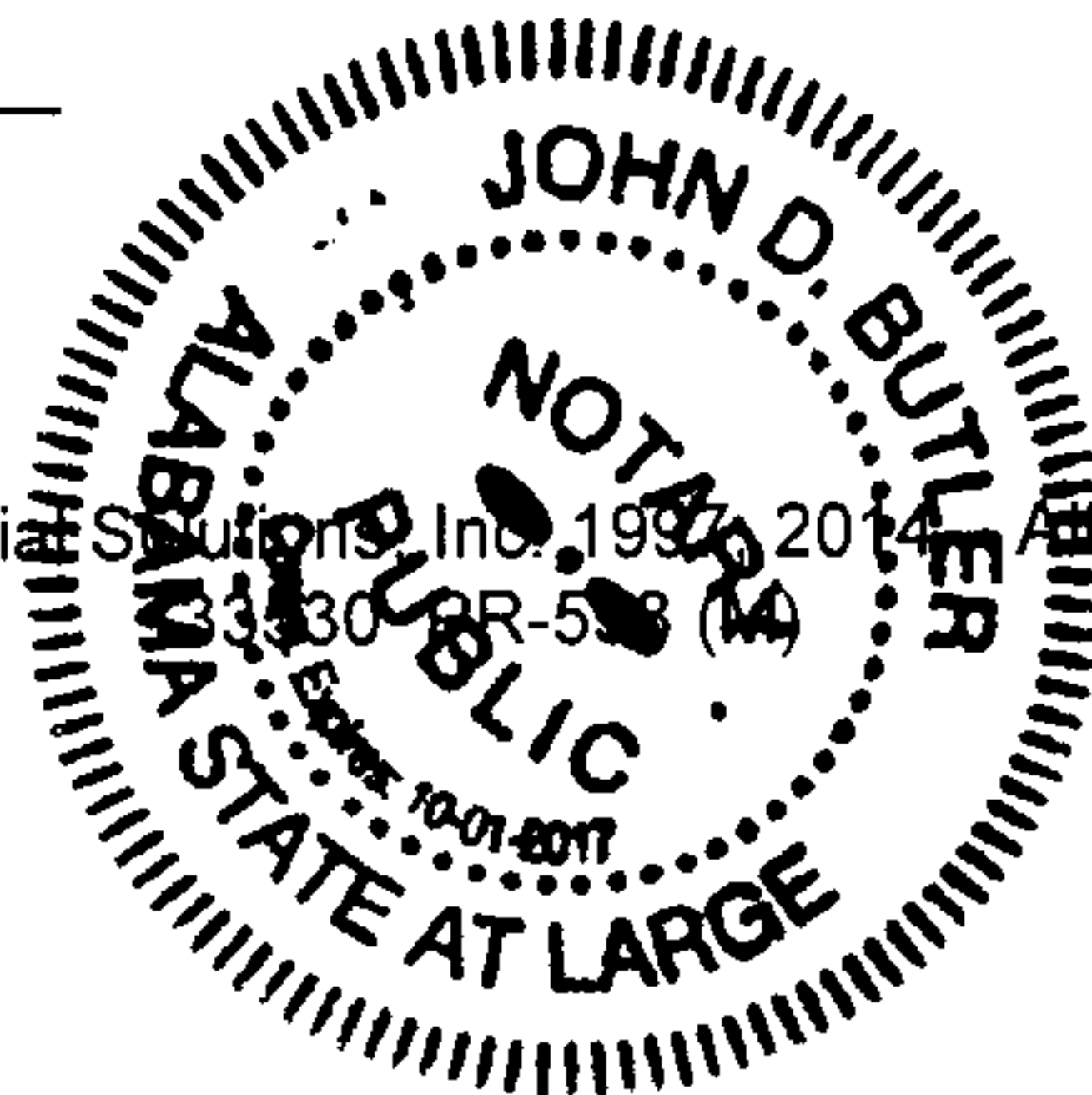
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I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Judy L. Santa Cruz whose name as authorized Signer of **Trustmark National Bank** is signed to the foregoing Modification and who is known to me, acknowledged before me on this day that, being informed of the contents of the Modification of Mortgage, he or she, in his or her capacity as such authorized Signer of **Trustmark National Bank**, executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 17th day of JANUARY, 20 14.

[Signature]
Notary Public

My commission expires 10-01-17



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Shelby Cnty Judge of Probate, AL
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