

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 01-24-2014.

The parties and their addresses are:


MORTGAGOR: ARTHUR LEE PERKINS AND VICKI DAVIS PERKINS, HUSBAND AND WIFE
6974 HWY 28
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 10-03-2007 and recorded on 10-17-2007. The Security Instrument was recorded in the records of SHELBY County, Alabama at INST# 20071017000482870. The property is located in SHELBY County at 6974 HIGHWAY 28, COLUMBIANA, AL 35051.

Described as:

SEE ATTACHED EXHIBIT "A" LESS AND EXCEPT THAT PORTION OF THE PROPERTY UPON WHICH THE STICK BUILT HOUSE IS LOCATED. THIS MORTGAGE ALSO SECURES THAT CERTAIN MANUFACTURED HOME IDENTIFIED BY THE FOLLOWING IDENTIFICATION NUMBERS: DSEAL18808A, DSEA 18808B AND DSEAL 18808C


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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.)*

THIS MORTGAGE IS BEING MODIFIED TO INCREASE THE MAXIMUM OBLIGATION LIMIT TO \$170,461.00 AND TO MAKE CLEAR THAT THIS MORTGAGE ALSO SECURES A MANUFACTURED HOME LOCATED ON THE PROPERTY.

PARAGRAPH 17 OF THE ORIGINAL MORTGAGE IS HEREBY DELETED IN ITS ENTIRETY.

THIS MORTGAGE SECURES THE RENEWAL OF LOAN #6000049412.

IF THE PROPERTY DESCRIBED IN SECTION 2 OF THE MORTGAGE DATED 10/3/2007 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 \$170,461.00 ☒ which is a \$37,461.00 ☒ 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.

<u>Arthur Lee Perkins</u> (Seal) (Signature) ARTHUR LEE PERKINS 1/24/14 (Date)	<u>Vicki Davis Perkins</u> (Seal) (Signature) VICKI DAVIS PERKINS 1/24/14 (Date)
_____ (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 ALABAMA, COUNTY OF Shelby } ss.
(Individual) I, a notary public, hereby certify that ARTHUR LEE PERKINS; VICKI DAVIS PERKINS, 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 24TH day of JANUARY, 2014.
My commission expires:
(Seal)

Melinda S. Tellez
(Notary Public)

MY COMMISSION EXPIRES APRIL 9, 2017




EXHIBIT A

Commencing at the SE corner of SE 1/4 of NW 1/4, Section 36, Township 21 South, Range 1 East, Shelby County, Alabama; thence South 0 degrees 22 minutes 40 seconds East along the West line of said 1/4-1/4 section line for 200.05 feet to a point on the North R.O.W. of County Hwy. #28 also the point of beginning; thence continue along previous described line for 952.71 feet to a point; thence South 50 degrees 50 minutes 15 seconds East for 481.46 feet to a point; thence North 79 degrees 46 minutes 25 seconds East for 245.0 feet to a point; thence North 89 degrees 54 minutes 10 seconds East for 572.02 feet to a point; thence North 89 degrees 56 minutes 05 seconds East for 680.85 feet to a point; thence South 59 degrees 04 minutes 30 seconds East for 40.0 feet to a point on the 397 contour of Lay Lake; thence south 67 degrees 38 minutes 15 seconds East along said contour line for 235.81 feet to a point; thence North 0 degrees 45 minutes 30 seconds East along said contour line for 395.13 feet to a point; thence North 4 degrees 06 minutes 35 seconds West along said contour for 161.98 feet to a point; thence North 4 degrees 01 minutes 45 seconds West along said contour for 258.04 feet to a point; thence south 84 degrees 16 minutes West for 231.53 feet to a point; thence North 27 degrees 12 minutes 25 seconds West for 771.16 feet to a point; thence North 81 degrees 44 minutes East for 376.84 feet to a point on the 397 contour of Lay Lake; thence North 34 degrees 13 minutes 25 seconds West along said contour for 190.0 feet to a point; thence North 82 degrees 26 minutes 05 seconds West along said contour for 120.0 feet to a point; thence North 86 degrees 44 minutes 55 seconds West for 108.60 feet to a point; thence North 64 degrees 17 minutes 35 seconds West for 308.65 feet to a point; thence North 36 degrees 35 minutes 45 seconds East for 450.90 feet to a point on the 397 contour of Lay Lake; thence North 57 degrees 38 minutes 35 seconds West along said contour for 174.49 feet to a point; thence South 49 degrees 07 minutes 10 seconds West for 315.23 feet to a point; thence South 74 degrees 01 minute 25 seconds West for 576.87 feet to a point; thence 5 degrees 48 minutes 25 seconds West for 563.22 feet to a point on the North R.O.W. of a public road; thence South 80 degrees 45 minutes 25 seconds West along said road for 157.76 feet to a point; thence South 80 degrees 42 minutes West along said road for 156.42 feet to a point; thence South 89 degrees 39 minutes 25 seconds West along said road for 240.54 feet back to the point of beginning. Being in a part of the SW 1/4 of NE 1/4, SE 1/4 of NE 1/4, NW 1/4 of SE 1/4, SW 1/4 of SE 1/4, NE 1/4 of SE 1/4 and SE 1/4 of SE 1/4, Section 36, Township 21 South, Range 1 East, Shelby County, Alabama.

LESS AND EXCEPT land described in Inst. No. 1994-5639 recorded in Probate Office of Shelby County, Alabama.

LESS AND EXCEPT the property conveyed to Talladega County Economic Development Authority, as described in deed recorded in Instrument #20061025000626130, in Probate Office.

LESS AND EXCEPT the property conveyed to Walter L. Bryant Jr. and Lisa L. Bryant as shown by deeds recorded in Instrument #20070222000080950, and Instrument #20070222000080970, in Probate Office.


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