

**RECORDATION REQUESTED BY:**

Bryant Bank  
Cahaba Village  
2700 Cahaba Village  
Mountain Brook, AL 35243

**WHEN RECORDED MAIL TO:**

Bryant Bank  
Cahaba Village  
2700 Cahaba Village  
Mountain Brook, AL 35243

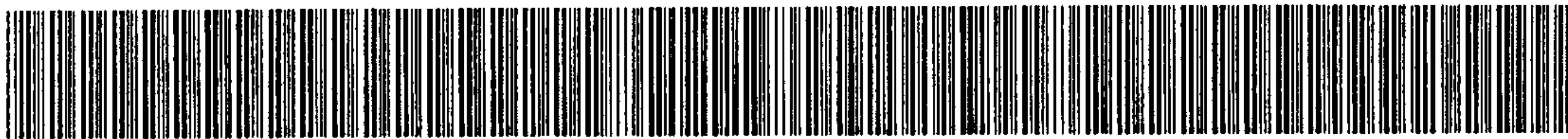
**SEND TAX NOTICES TO:**

C Sloan Beatty  
Cynthia Norrell Beatty  
2017 Eagle Valley Drive  
Birmingham, AL 35242-0000

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

**BRYANT BANK**

**MODIFICATION OF MORTGAGE**



\*#####%0740%04012014%#####\*

Notice: The original principal amount available under the Note (as defined below), which was \$270,000.00 (on which any required taxes already have been paid), now is increased by an additional \$230,000.00.

**THIS MODIFICATION OF MORTGAGE** dated April 1, 2014, is made and executed between C Sloan Beatty and Cynthia Norrell Beatty (referred to below as "Grantor") and Bryant Bank, whose address is 2700 Cahaba Village, Mountain Brook, AL 35243 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated October 24, 2013 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded November 1, 2013 as Instrument No.: 20131101000431590 in the Office of the Judge of Probate, Shelby County, Alabama.

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


See the exhibit or other description document which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 2017 Eagle Valley Drive, Birmingham, AL 35242.

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

The Mortgage is being modified to increase the maximum credit limit from \$270,000.00 to \$500,000.00.

**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.

  
20140407000098660 1/3 \$365.00  
Shelby Cnty Judge of Probate, AL  
04/07/2014 10:57:26 AM FILED/CERT

MODIFICATION OF MORTGAGE  
(Continued)

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GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED APRIL 1, 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 C Sloan Beatty (Seal)

X Cynthia Norrell Beatty (Seal)

LENDER:

BRYANT BANK

X Brian Ethridge, Executive Vice President (Seal)

This Modification of Mortgage prepared by:

Name: Marilyn McRee  
Address: 2700 Cahaba Village  
City, State, ZIP: Mountain Brook, AL 35243

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama )  
 ) SS  
COUNTY OF Jefferson )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that C Sloan Beatty and Cynthia Norrell Beatty, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of said Modification, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 1st day of April, 20 14.

Jessica L. Brown  
Notary Public

My commission expires 04-04-2017



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Shelby Cnty Judge of Probate, AL  
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MODIFICATION OF MORTGAGE  
(Continued)

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LENDER ACKNOWLEDGMENT

STATE OF Alabama

)

COUNTY OF Jefferson

) SS

)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Brian Ethridge whose name as Executive Vice President of Bryant 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 Executive Vice President of Bryant Bank, executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 1st day of April, 2014.

Jessica L. Brown  
Notary Public

My commission expires 04-04-2017

20140407000098660 3/3 \$365.00  
Shelby Cnty Judge of Probate, AL  
04/07/2014 10:57:26 AM FILED/CERT