

This instrument was prepared by (name) JULIE KELLEY (address) 21290 HWY 25 COLUMBIANA, AL 35051 Space Above This Line For Recording Data - State of Alabama -MODIFICATION OF MORTGAGE DATE AND PARTIES. The date of this Real Estate Modification (Modification) is 02-03-2014 The parties and their addresses are: MORTGAGOR: DYLAN THOMAS MCDONALD, AN UNMARRIED MAN 5456 CHELSEA ROAD 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 10-19-2012 ____ . The Security Instrument was recorded in the records of recorded on 11-29-2012 County, Alabama at INSTRUMENT #20121129000458180 SHELBY The property is located in **SHELBY** County at 5456 CHELSEA ROAD, COLUMBIANA, AL <u>35051</u> Described as:

SEE ATTACHED EXHIBIT "A"

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 10/19/2012 EXECUTED BY DYLAN THOMAS MCDONALD WITH A CREDIT LIMIT OF \$48,000.00 AND MODIFIED ON 2/03/2014 TO INCREASE THE CREDIT LIMIT TO \$61,000.00. THE MORTGAGE IS BEING MODIFIED TO REFLECT AN INCREASE IN THE MAXIUM OBLIGATION AMOUNT TO \$61,000.00.

20140409000102660 2/3 \$39.50 Shelby Cnty Judge of Probate, AL 04/09/2014 11:19:13 AM FILED/CERT

MAXIMUM OBLIGATION LIMIT. The total principal amount secured by the Security Instrument at any one time will not exceed \$61,000.00 \times \text{\subset} \text{ increase} \subseteq \text{ 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.
Signature/DYLAN THOMAS MCDONALD (Date) (Signature) (Signature) (Date)

ACKNOWLEDGMENT:

(Signature)

(Signature)

STATE OF ALABAMA , COUNTY OF SHLEBY COUNTY) ss.

(Seal)

(Seal)

(Individual) I, a notary public, hereby certify that DYLAN THOMAS MCDONALD. AN UNMARRIED MAN

(Date)

(Date)

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 conveyance, he/she/they executed the same voluntarily on the day the same bears date. Given under my hand this 3RD ______ day of FEBRUARY, 2014 _____ .

(Signature)

(Signature)

My commission expires:

(Seal)

MY COMMISSION EXPIRES APRIL 9, 2017

(Witness as to all signatures)

(Witness as to all signatures)

(Seal)

(Seal)

(Date)

(Date)

Commence at the Northeast corner of the NW ¼ of the SW ¼ of Section 26, Township 20 South, Range 1 West, and run thence Westerly along the North line of said ¼ - ¼ Section a distance of 903.27 feet to a point on the Easterly right of way line of Shelby County Highway No. 47; thence turn a deflection angle of 88 degrees 18 minutes 40 seconds left and run Southerly along said right of way line a distance of 98.0 feet to the point of beginning of the property being described; thence continue along last described course a distance of 250.00 feet to a point; thence turn a deflection angle of 91 degrees 41 minutes 20 seconds left and run Easterly a distance of 174.30 feet to a point; thence turn a deflection angle of 88 degrees 18 minutes 40 seconds left and run Northerly a distance of 250.00 feet to a point; thence turn a deflection angle of 91 degrees 40 minutes 20 seconds left and run Westerly a distance of 174.30 feet to the point of beginning.

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RECORDER'S MEMORANDUM At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction.

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