

20140722000224120 1/3 \$21.00  
Shelby Cnty Judge of Probate, AL  
07/22/2014 10:52:37 AM FILED/CERT

**RECORDATION REQUESTED BY:**

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

**WHEN RECORDED MAIL TO:**

Bryant Bank  
P.O. Office Box 2087  
Birmingham, AL 35201

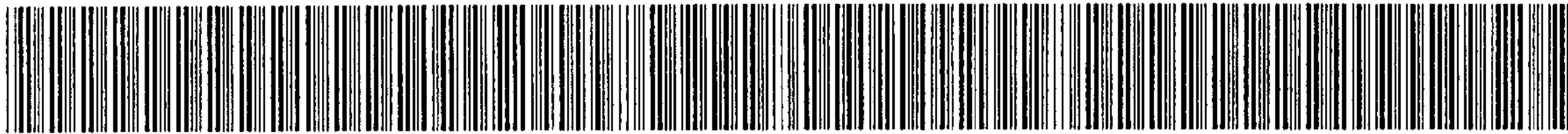
**SEND TAX NOTICES TO:**

Morris Lyle Turner  
Sandra K Turner  
1012 Knollwood Drive  
Birmingham, AL 35242-0000

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



**MODIFICATION OF MORTGAGE**



\*#####%0740%04252014%#####\*

**Notice:** This Modification of Mortgage does not secure new indebtedness or an increased amount of debt under the Note (as defined below).

**THIS MODIFICATION OF MORTGAGE** dated April 25, 2014, is made and executed between Morris Lyle Turner and Sandra K Turner, husband and wife (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 April 10, 2009 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Instrument Number 20090421000146570.

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

Lot 940, according to the Map of Highland Lakes, 9th Sector, Phase 1, an Eddleman Community, as recorded in Map Book 24, page 1, in the Probate Office of Shelby County, Alabama.

Together with nonexclusive easement to use the private roadways, common area all as more particularly described in the Declaration of Easements and Master Protective Covenants for Highland Lakes, a Residential Subdivision, recorded as Instrument 1994/07111 and amended in Instrument 1996/17543 in the Probate Office of Shelby County, Alabama and the Declaration of Covenants, Conditions and Restrictions for Highland Lakes, a Residential Subdivision, 9th Sector, Phase 1, recorded as Instrument 1998/29634, in the Probate Office of Shelby County, Alabama (which together with all amendments thereto, is herein after collectively referred to as the "Declaration").

Morris Lyle Turner is the one and same person as Morris L Turner.

The Real Property or its address is commonly known as 1012 Knollwood Drive, Birmingham, AL 35242.

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

**Note Dated 04/10/2009 in the amount of \$19,000.00. Note modified on 04/22/2014 to convert Home Equity Line of Credit to a installment loan. Paragraph 17 of said Mortgage is hereby deleted in it entirety.**

Paragraph 4 said mortgage entitled "Secured Debt and Future Advances is hereby amended by adding the following sentence as the last sentence in the final paragraph of that section:

Notwithstanding the foregoing provisions, the Secured Debt does not include and this Security Instrument will not secure any future advance or other obligation described in paragraphs B. or C., above, if Lender fails, with respect to the advance or obligation, to comply with the requirements or limitations of sections 1026.19(a), 1026.32, or 1026.35 of Regulation Z, 12 C.F.R. Part 1026, to the extent they are applicable to the transaction.


**MODIFICATION OF MORTGAGE  
(Continued)**

**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 APRIL 25, 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:**

 \_\_\_\_\_ (Seal)  
Morris Lyle Turner

 \_\_\_\_\_ (Seal)  
Sandra K Turner


**LENDER:**

**BRYANT BANK**

X  \_\_\_\_\_ (Seal)  
B Parker Stringfellow, Vice President

This Modification of Mortgage prepared by:

Name: Julie Kelley  
Address: 2700 Cahaba Village  
City, State, ZIP: Mountain Brook, AL 35243

  
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MODIFICATION OF MORTGAGE  
(Continued)

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 **Morris Lyle Turner and Sandra K Turner, husband and wife**, 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 25th day of April, 2014.

Georgina Squerer  
Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Dec 18, 2014  
BONDED THRU NOTARY PUBLIC UNDERWRITERS  
My commission expires

LENDER 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 **B Parker Stringfellow** whose name as **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 **Vice President of Bryant Bank**, executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 25th day of April, 2014.

Georgina Squerer  
Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Dec 18, 2014  
BONDED THRU NOTARY PUBLIC UNDERWRITERS  
My commission expires

