

RECORDATION REQUESTED BY:


Peoples Southern Bank
Main Office
620 2nd Avenue North
Post Office Box 269
Clanton, AL 35046

WHEN RECORDED MAIL TO:

Peoples Southern Bank
Main Office
620 2nd Avenue North
Post Office Box 269
Clanton, AL 35046

SEND TAX NOTICES TO:

Timothy A. Hope
Amanda Hand Hope
495 SHELIA LANE
Clanton, AL 35045


20140819C00259080 1/2 \$54.50
Shelby Cnty Judge of Probate, AL
08/19/2014 10:17:59 AM FILED/CERT

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 \$275,000.00 (on which any required taxes already have been paid), now is increased by an additional \$25,000.00.

THIS MODIFICATION OF MORTGAGE dated August 6, 2014, is made and executed between Timothy A. Hope, and Amanda Hand Hope, husband and wife whose address is 495 SHELIA LANE, Clanton, AL 35045; (referred to below as "Grantor") and Peoples Southern Bank, whose address is 620 2nd Avenue North, Post Office Box 269, Clanton, AL 35046 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated December 9, 2013 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded in the Office of the Judge of Probate, Shelby County, Alabama dated December 9, 2013, file #20131217000482410.

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

Lot 1 of the Hope Subdivision (a/k/a Hope Family Subdivision) as recorded in Map Book 43, Page 105, as Instrument No. 20130827000349790 in the Office of the Judge of Probate of Shelby County, Alabama.

The Real Property or its address is commonly known as 3769 Hwy 71, Shelby, AL 35043.

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


The parties agree that this mortgage evidences an additional indebtedness of the mortgagors to the mortgagee of \$25,000.00 and that the same is given as an extension and modification of that certain indebtedness evidenced and secured by a mortgage from the mortgagors herein to the mortgagee, Peoples Southern Bank, herein as the same is dated December 9, 2013 and recorded in the Office of the Judge of Probate Shelby County, Alabama in #20131217000482410. The parties agree that the amount of the extended and modified indebtedness presently due is \$300,000.00 and that all the terms of the mortgage referred to above not in derogation hereof shall remain in full force and effect. .

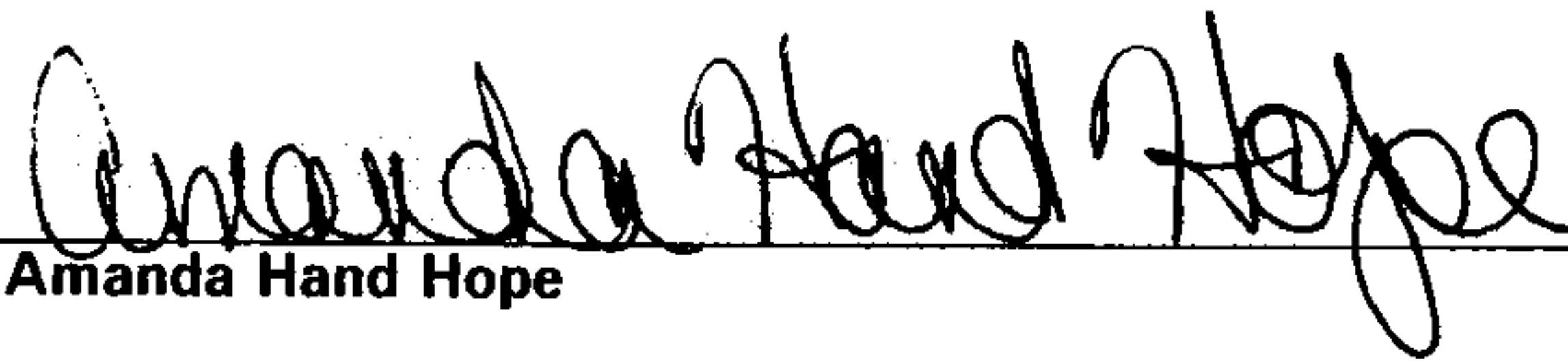
CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right 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 endorser 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 AUGUST 6, 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.

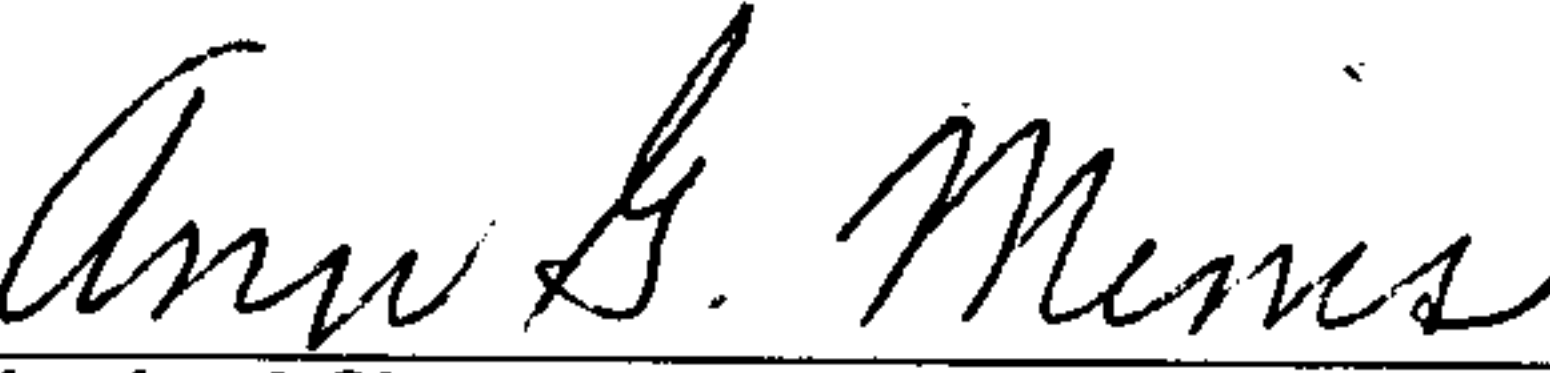
GRANTOR:

X  (Seal)
Timothy A. Hope

X  (Seal)
Amanda Hand Hope

LENDER:

PEOPLES SOUTHERN BANK

X  (Seal)
Authorized Signer

MODIFICATION OF MORTGAGE
(Continued)

This Modification of Mortgage prepared by:

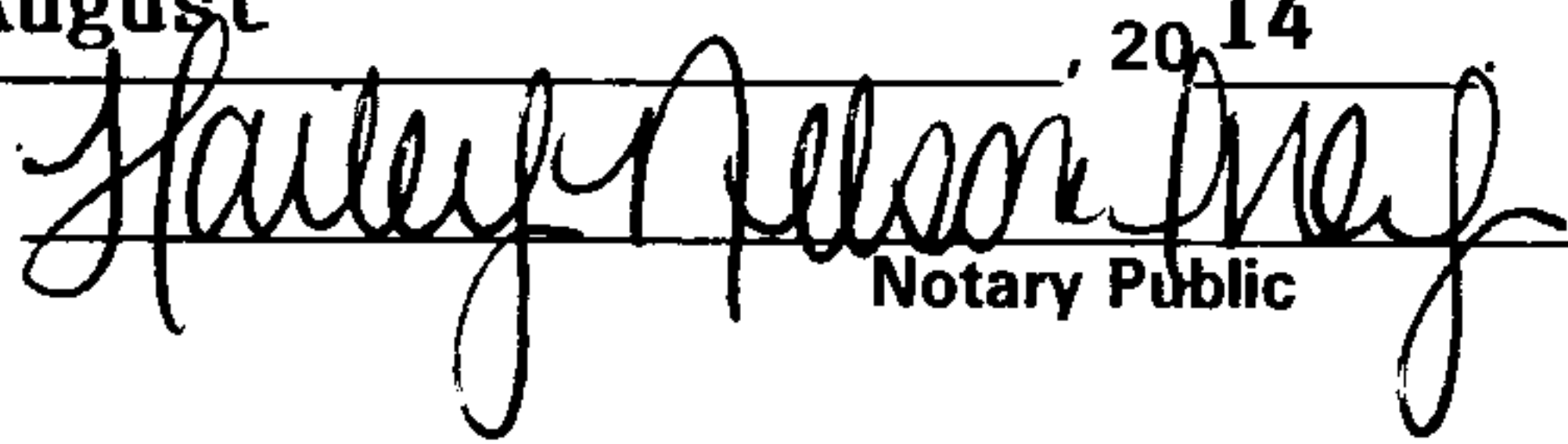
Name: Peoples Southern Bank
Address: 620 2nd Avenue North
City, State, ZIP: Clanton, AL 35046

20140819000259080 2/2 \$54.50
Shelby Cnty Judge of Probate, AL
08/19/2014 10:17:59 AM FILED/CERT

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ALABAMA)
) SS
COUNTY OF CHILTON)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **Timothy A. Hope and Amanda Hand Hope, 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.

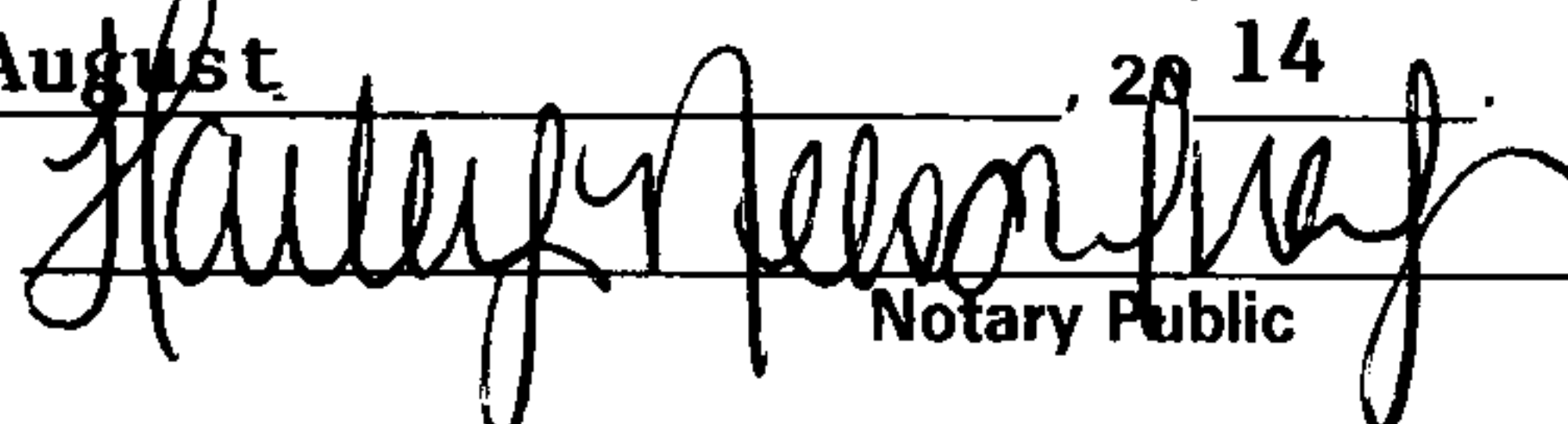
Given under my hand and official seal this 6th day of August, 2014

Notary Public

My Commission Expires: 09/13/2016
My commission expires _____

LENDER ACKNOWLEDGMENT

STATE OF ALABAMA)
) SS
COUNTY OF CHILTON)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **Leta Ann Wilson Mims** whose name as **Vice President** of **Peoples Southern 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 **Peoples Southern Bank**, executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 6th day of August, 2014

Notary Public

My Commission Expires: 09/13/2016
My commission expires _____