20140821000262050 1/3 \$21.00 Shelby Cnty Judge of Probate, AL 08/21/2014 10:42:26 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

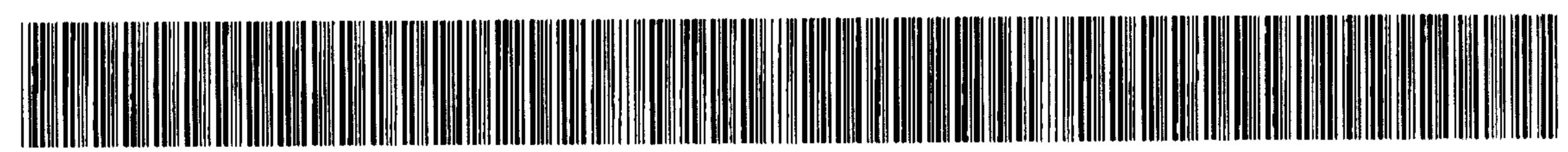
SEND TAX NOTICES TO:

Alfred H Perkins Jr Kerensa D Perkins 607 Mill Springs Court Birmingham, AL 35244-0000

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



MODIFICATION OF MORTGAGE



*###################%0740%05202014%################

THIS MODIFICATION OF MORTGAGE dated May 20, 2014, is made and executed between Alfred H Perkins, Jr and Kerensa D Perkins; 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 May 1, 2009 (the "Mortgage") which has been recorded in Jefferson County, State of Alabama, as follows:

Mortgage recorded at Instrument # 20090602000207550 on 6/2/09 in Shelby County, Alabama.

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

Lot 21-A, According to the resurvey of Lots 19, 20 and 21, Mill Springs Estates, 2nd Sector, as recorded in Map Book 26, Page 61, in the Probate Office of Shelby County, Alabama

The Real Property or its address is commonly known as 607 Mill Springs Court, Birmingham, AL 35244.

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

Note dated 5/20/14 in the amount of \$92,400.00

No Additional Taxes Paid

Paragraph 4 of 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.

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.

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 MAY 20, 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) Kerensa D Perkins LENDER: **BRYANT BANK** (Seal) B Parker Stringfellow, Vice President This Modification of Mortgage prepared by: Name: LaShelia Hezekiah Address: 2700 Cahaba Village City, State, ZIP: Mountain Brook, AL 35243 INDIVIDUAL ACKNOWLEDGMENT STATE OF Alabama SS (COUNTY OF

being informed of the contents of said Modification, they executed the same voluntarily on the day the same bears date.

i, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Alfred H Perkins Jr and Kerensa D Perkins,

husband and wife, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that,

MY COMMISSION EXPIRES: Dec 19, 2014
My commission expires BONDED THRU NOTARY PUBLIC UNDERWRITERS

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MODIFICATION OF MORTGAGE (Continued)

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LENDER ACKNOWLEDGMENT					
STATE OF Mahama COUNTY OF Jefferson	······································)) SS)			
I, the undersigned authority, a Notary Public in President of Bryant Bank is signed to the fore informed of the contents of the Modification of same voluntarily on the day same bears date. Given under my hand and official seal this	going Modification	on and who is	known to me, acknown her capacity as such Vi	ledged before me on the ice President of Bryant B	ank, executed the
My commission expires MY COMMISSION EXPIRES: Dec 19, 2014 BONDED THRU NOTARY PUBLIC UNDERWRITERS				Polgua Ser Notary Public	<u>uuu</u>