

RECORDATION REQUESTED BY:

ALiant BANK, a division of USAmeriBank
Birmingham Region (BH)
1100 Corporate Parkway
Meadow Brook Corporate Park
Birmingham, AL 35242


20141223000403300 1/3 \$132.50
Shelby Cnty Judge of Probate, AL
12/23/2014 12:21:36 PM FILED/CERT

WHEN RECORDED MAIL TO:

Aliant Bank, a division of USAmeriBank
Operations Center - FL
PO Box 17540
Clearwater, FL 33762

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

USAmeriBank

MODIFICATION OF MORTGAGE

Notice: The original principal amount available under the Note (as defined below), which was \$75,000.00 (on which any required taxes already have been paid), now is increased by an additional \$75,000.00.

THIS MODIFICATION OF MORTGAGE dated November 25, 2014, is made and executed between Greg Sazera a/k/a Gregory J. Sazera, a single man, whose address is 812 Mill Springs Pl., Birmingham, AL 35244 (referred to below as "Grantor") and ALiant BANK, a division of USAmeriBank, whose address is 1100 Corporate Parkway, Meadow Brook Corporate Park, Birmingham, AL 35242 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated November 8, 2013 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Mortgage dated November 8, 2013 and recorded November 20, 2013 as Instrument# 20131120000454630 in the Probate Office of Shelby County, Alabama.

MORTGAGE PRIVILEGE TAX IN THE AMOUNT OF \$112.50 IS BEING PAID AND ATTACHED TO THIS MODIFICATION OF EVEN DATE ON THE INCREASE AMOUNT OF \$75,000.00.

MORTGAGE PRIVILEGE RECORDING TAX IN THE AMOUNT OF \$112.50 HAS BEEN PAID WITH MORTGAGE DATED NOVEMBER 8, 2013 AND RECORDED NOVEMBER 20, 2013 AS INSTRUMENT# 20131120000454630 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

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

Lot 40, according to the Survey of Mill Springs Estates 3rd Sector, as recorded in Map Book 26, page 88, in the Probate Office of Shelby County, Alabama

The Real Property or its address is commonly known as 812 Mill Springs Pl., Birmingham, AL 35244. The Real Property tax identification number is 10-2-10-0-006-042.

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

1. As of the date of execution of this Modification, the loan amount of \$75,000.00 is renewed, and increased by a future advance of \$75,000.00 for a total consolidated loan amount of \$150,000.00.
2. Interest rate and repayment schedule as further defined in the renewal Promissory Note of even date.
3. The Mortgage, as modified, shall secure the renewal Promissory Note to the same extent as if the renewal Promissory Note was originally referred to in the Mortgage as evidence of the indebtedness secured thereby.

All other terms and conditions remain the same.

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

**MODIFICATION OF MORTGAGE
(Continued)**

Loan No: 401674200

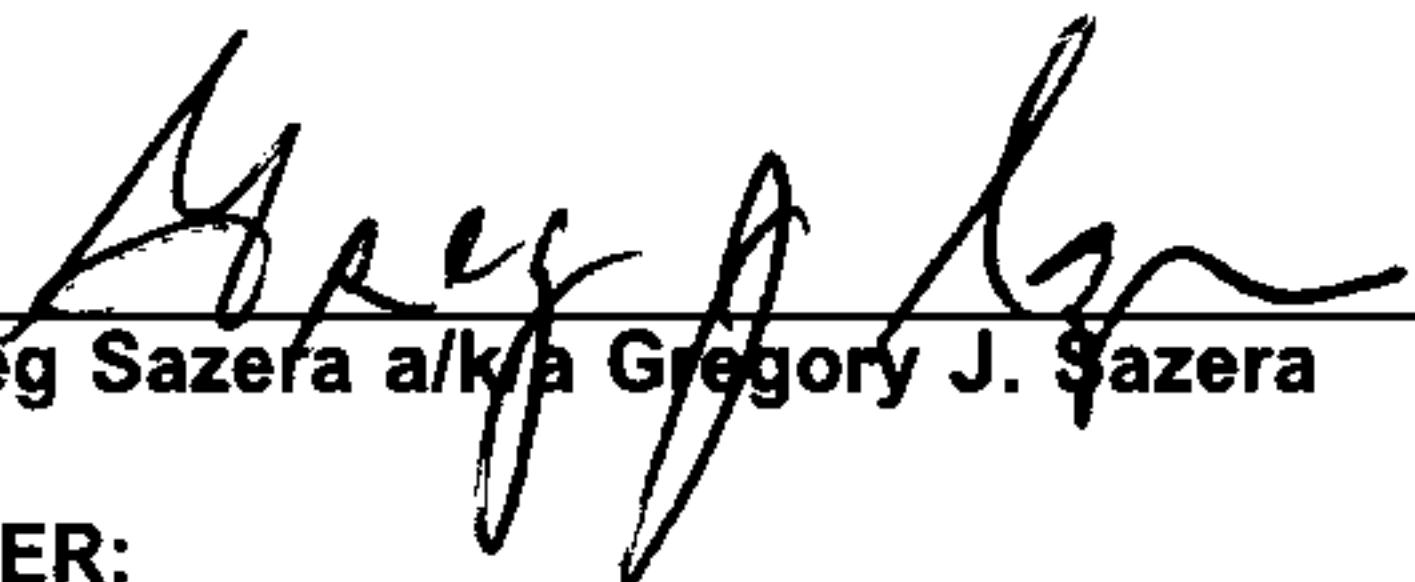
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accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign 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 NOVEMBER 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:

X  (Seal)
Greg Sazera a/k/a Gregory J. Sazera


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LENDER:

ALIAN BANK, A DIVISION OF USAMERIBANK

X _____ (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

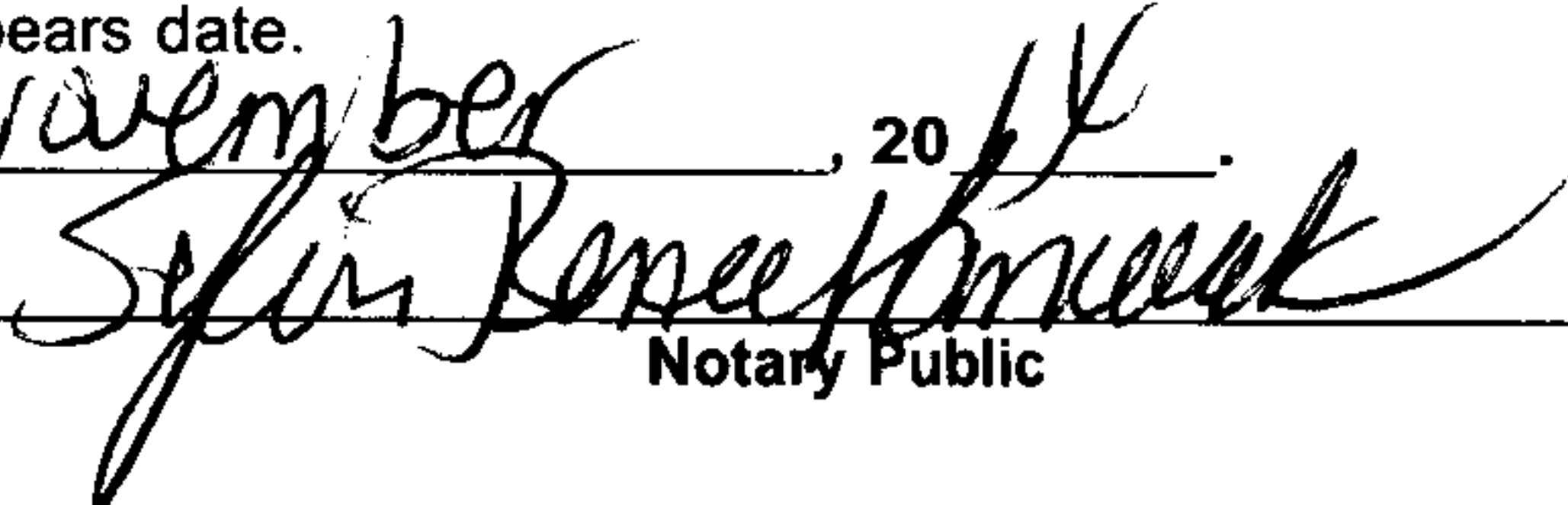
Name: Doc Prep Dept - USAmeriBank - Daniel Chupick
Address: 1100 Corporate Parkway
City, State, ZIP: Birmingham, AL 35242

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama)
COUNTY OF Shelby) SS
)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **Greg Sazera a/k/a Gregory J. Sazera**, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Modification, he or she executed the same voluntarily on the day the same bears date.

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


Notary Public

My commission expires

SYLVIA RENEE HANCOCK
Notary Public, Alabama State At Large
My Commission Expires November 30, 2014

MODIFICATION OF MORTGAGE
(Continued)

Loan No: 401674200

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LENDER ACKNOWLEDGMENT

STATE OF Alabama

COUNTY OF Shelby

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) SS
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I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that _____
whose name as _____ of ALIANT BANK, a division of USAmeriBank 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 _____ of ALIANT BANK, a division of USAmeriBank, executed the same voluntarily
on the day same bears date.

Given under my hand and official seal this _____ day of _____, 20_____.

Sylvia Renee Hangoock
Notary Public

My commission expires _____

