

RECORDATION REQUESTED BY:

USAMERIBANK
Birmingham Region (BH)
1100 Corporate Parkway
Meadow Brook Corporate Park
Birmingham, AL 35242

20150409000114480
04/09/2015 12:26:44 PM
MORTAMEN 1/3

WHEN RECORDED MAIL TO:

USAMERIBANK
Birmingham Region (BH)
1100 Corporate Parkway
Meadow Brook Corporate Park
Birmingham, AL 35242

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

401703000

USAmeriBank

MODIFICATION OF MORTGAGE

Notice: The original principal amount available under the Note (as defined below), which was \$211,080.00 (on which any required taxes already have been paid), now is increased by an additional \$53,920.00.

THIS MODIFICATION OF MORTGAGE dated March 27, 2015, is made and executed between Kevin Duzan, a married man, whose address is 3008 Highway 32, Wilsonville, AL 35186 (referred to below as "Grantor") and 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 May 9, 2014 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded on May 20, 2014 in instrument #20140520000152050, in the Probate Office of the Judge of Shelby County, Alabama, as modified by that certain Modification of Mortgage dated of even date, to be recorded in the Probate Office of the Judge of Shelby County, Alabama.

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

Lot 203 according to the Final Plat of Lakewood, Phase 2, as recorded in Map Book 35, Page 42, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

The Real Property or its address is commonly known as 108 Creekside Circle, Wilsonville, AL 35186. The Real Property tax identification number is 16-3-06-1-003-003.000.

THE PROPERTY HEREIN DOES NOT CONSTITUTE THE HOMESTEAD OF THE GRANTOR NOR HIS/HER SPOUSE.

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

1. As of the date of execution of this Modification, the loan amount of \$211,080.00 is renewed and increased by a future advance of \$53,920.00 for a total consolidated loan amount of \$265,000.00.

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 of even date was originally referred to in the Mortgage as evidence of the indebtedness secured thereby.

All other terms and conditions remain the same.

MORTGAGE PRIVILEGE TAX IN THE AMOUNT OF \$318.00 WERE PAID ON THE MORTGAGE DATED MAY 9, 2014 AND RECORDED ON MAY 20, 2014 AS INSTRUMENT #2014052000152060 IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, AL.

MORTGAGE PRIVILEGE TAX IN THE AMOUNT OF \$81.00 IS BEING PAID AND ATTACHED TO THIS MODIFICATION ON THE INCREASE AMOUNT OF \$53,920.00.

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 MARCH 27, 2015.

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:

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X Kevin Duzan (Seal)

LENDER:

USAMERIBANK

X Authorized Signer (Seal)

This Modification of Mortgage prepared by:

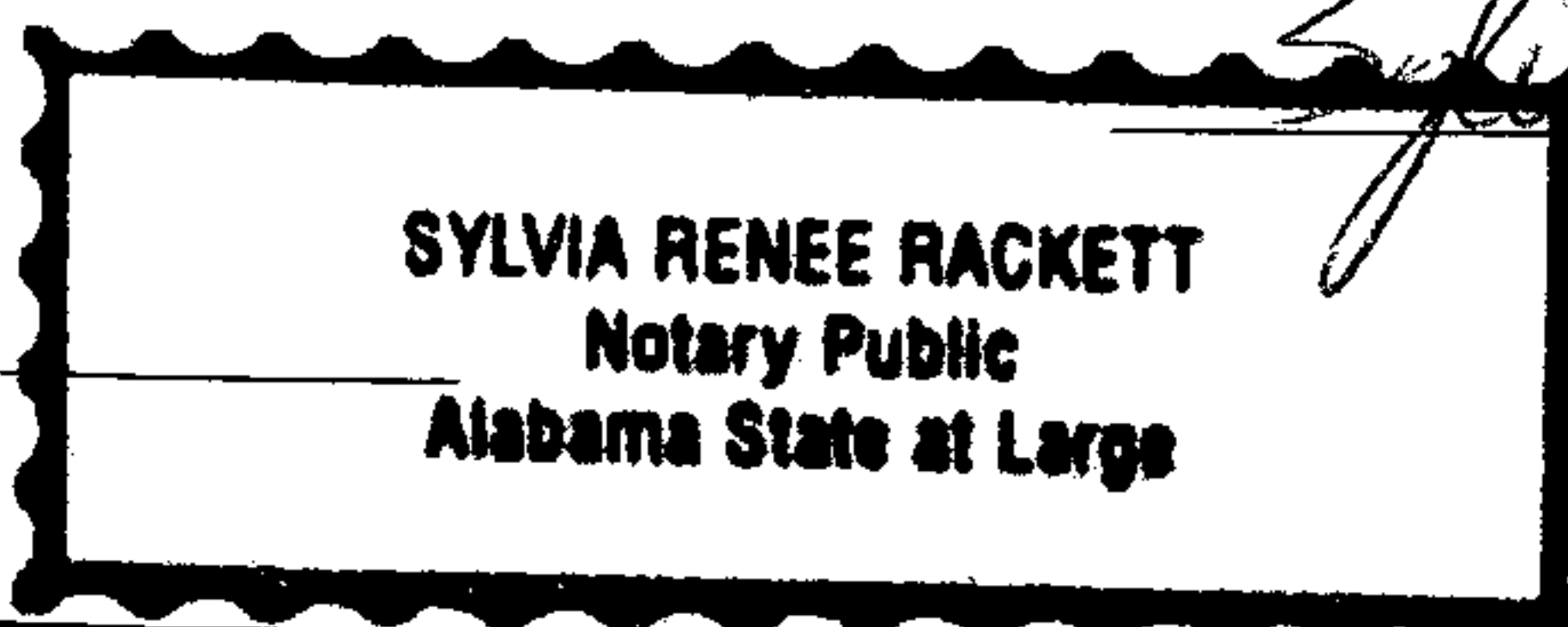
Name: Doc Prep Dept. - J Porter
Address: 1100 Corporate Parkway
City, State, ZIP: Birmingham, AL 35242

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Shelby)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **Kevin Duzan**, 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 27 day of March, 2015.

My commission expires 11-30-2018Sylvia Renee Rackett
Notary Public

LENDER ACKNOWLEDGMENT

20150409000114480 04/09/2015 12:26:44 PM MORTAMEN 3/3

STATE OF Alabama

)

COUNTY OF Shelby

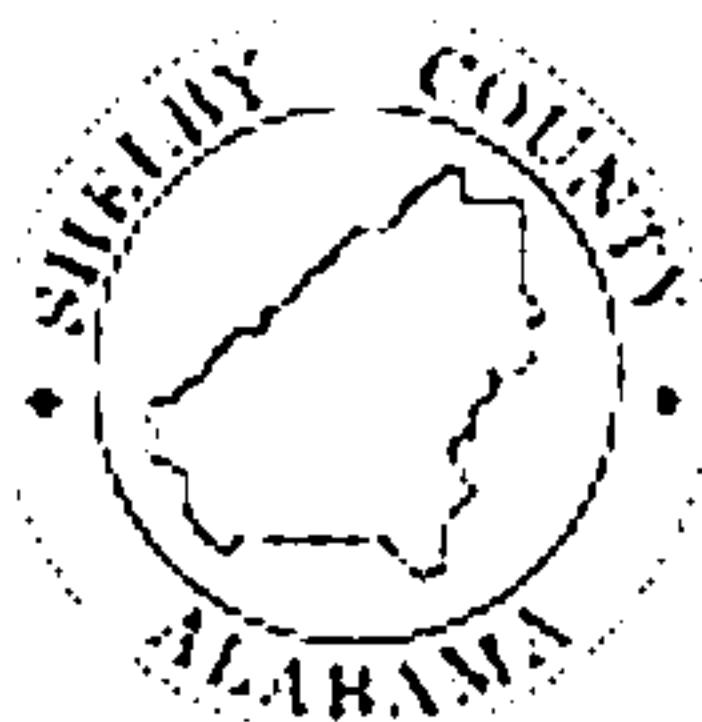
) SS

)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Curtis Anthony
whose name as VP 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 VP of **USAMERIBANK**, executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 27 day of March, 20 15.Sylvia Renee Rackett
Notary PublicMy commission expires 11-30-2018

SYLVIA RENEE RACKETT
Notary Public
Alabama State at Large



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
04/09/2015 12:26:44 PM
\$101.00 CHERRY
20150409000114480

James W. Fuhrmeister