

RECORDATION REQUESTED BY:

Bryant Bank
Columbiana
21290 Hwy 25
Columbiana, AL 35051

WHEN RECORDED MAIL TO:

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



20160106000004990 1/4 \$98.00
Shelby Cnty Judge of Probate, AL
01/06/2016 09:44:29 AM FILED/CERT

SEND TAX NOTICES TO:

George T Owens
Taryn B Owens
7317 Joiner Town Road
Columbiana, AL 35051-0000

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



MODIFICATION OF MORTGAGE



#####%0740%12042015%#####

Notice: The original principal amount available under the Note (as defined below), which was \$100,000.00 (on which any required taxes already have been paid), now is increased by an additional \$50,000.00.

THIS MODIFICATION OF MORTGAGE dated December 4, 2015, is made and executed between George T Owens and Taryn B Owens, husband and wife (referred to below as "Grantor") and Bryant Bank, whose address is 21290 Hwy 25, Columbiana, AL 35051 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated December 1, 2010 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded on 12/29/2010 by instrument number 20101229000438750 in the Judge of Probate Office in Shelby County, Alabama. Said Mortgage was further modified on 12/04/2015.

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

See the exhibit or other description document which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 7317 Joiner Town Road, Columbiana, AL 35051-0000.

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

Principal increase from \$100,000.00 to \$150,000.00.

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.

MODIFICATION OF MORTGAGE
(Continued)

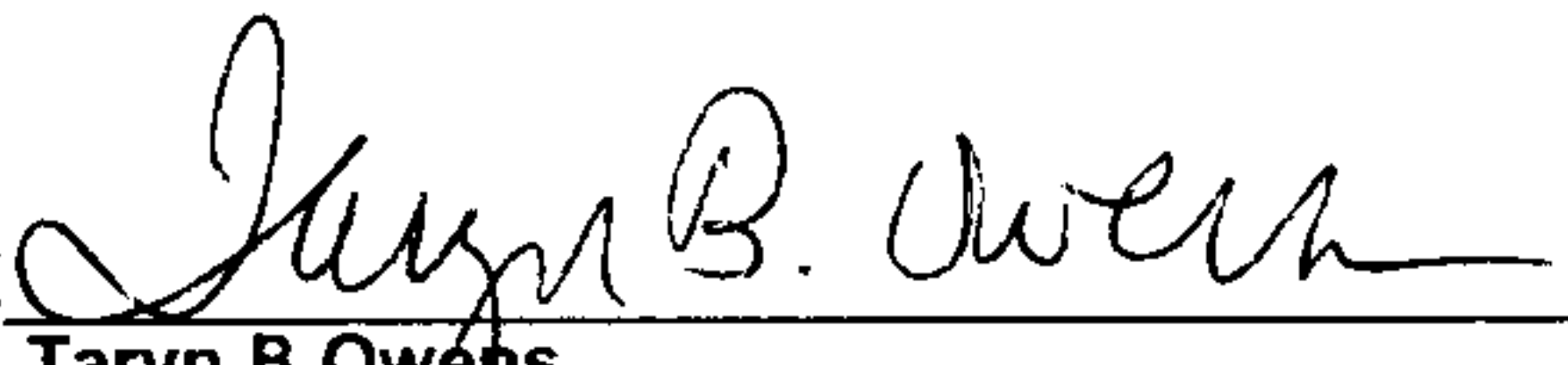
Page 2

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED DECEMBER 4, 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.

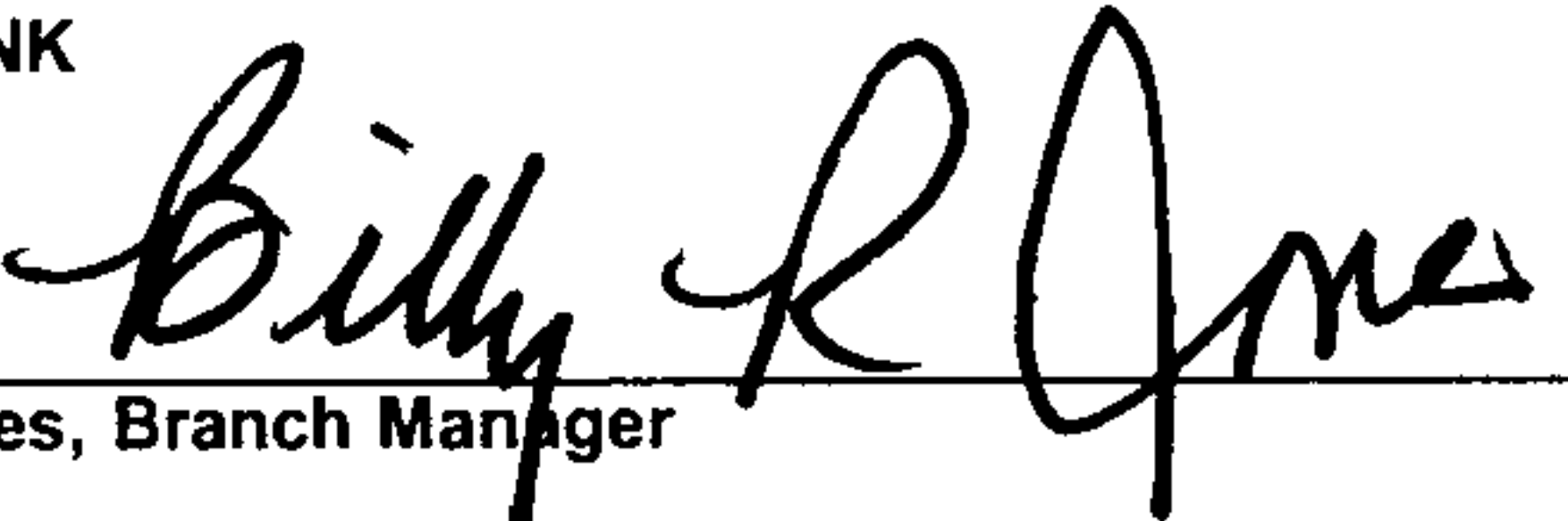
GRANTOR:

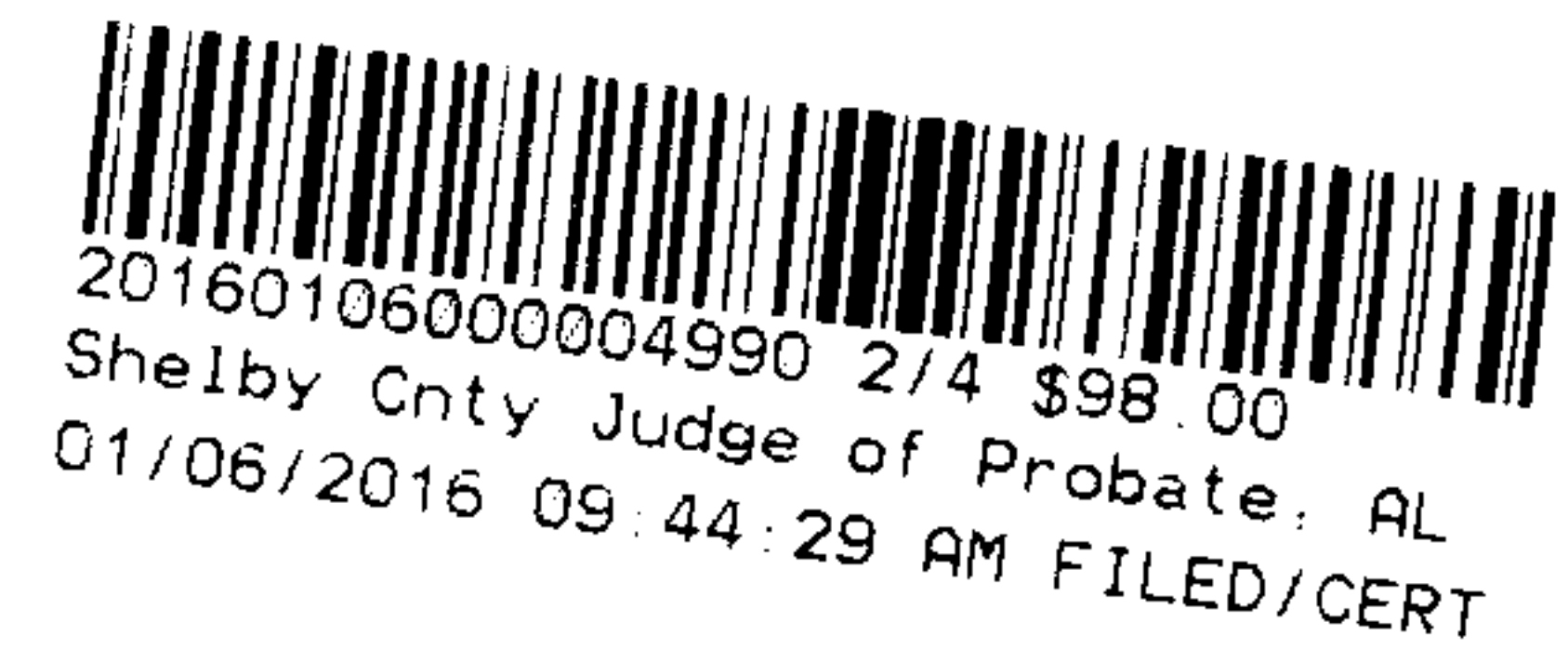
X  (Seal)
George T Owens

X  (Seal)
Taryn B Owens

LENDER:

BRYANT BANK

X  (Seal)
Billy R Jones, Branch Manager



This Modification of Mortgage prepared by:

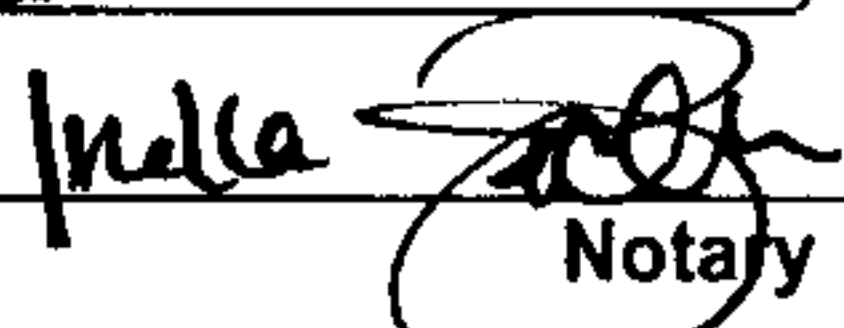
Name: Cynthia Marshall
Address: 21290 Hwy 25
City, State, ZIP: Columbiana, AL 35051

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 George T Owens and Taryn B Owens, 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 4 day of December, 2015.


Notary Public

My commission expires MY COMMISSION EXPIRES AUGUST 12, 2018

MODIFICATION OF MORTGAGE
(Continued)

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LENDER ACKNOWLEDGMENT

STATE OF Alabama

)

) SS

COUNTY OF Shelby

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20160106000004990 3/4 \$98.00

Shelby Cnty Judge of Probate, AL

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I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **Billy R Jones** whose name as **Branch Manager 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 **Branch Manager of Bryant Bank**, executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 4 day of December, 2015.

Julie [Signature]
Notary Public

My commission expires MY COMMISSION EXPIRES AUGUST 12, 2018

Exhibit "A"



20160106000004990 4/4 \$98.00
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Beginning at the Northeast corner of the Southwest 1/4 of the Northwest 1/4 of Section 12, Township 21 South, Range 2 West, said point being the POINT OF BEGINNING; thence South 01 degrees 37 minutes 17 seconds East a distance of 630.86 feet; thence South 88 degrees 02 minutes 29 seconds West, a distance of 1,303.85 feet; thence North 03 degrees 31 minutes 46 seconds West a distance of 532.63 feet; thence North 89 degrees 57 minutes 35 seconds West a distance of 453.72 feet to a point on the Easterly right of way of County Road No. 34; thence North 30 degrees 46 minutes 16 seconds East and along said right of way a distance of 116.34 feet; thence South 89 degrees 57 minutes 35 seconds East and leaving said right of way a distance of 388.03 feet; thence North 88 degrees 06 minutes 58 seconds East, a distance of 1,324.92 feet to the point of beginning.

Said property located in the Southwest 1/4 of the Northwest 1/4 of Section 12, Township 21 South, Range 2 West, Shelby County, Alabama, and the Southeast 1/4 of the Northeast 1/4 of Section 11, Township 21 South, Range 2 West, Shelby County, Alabama.