

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

SEND TAX NOTICES TO:

Merlyn L Hooten
Gloria Hooten
3000 Hwy 77
Columbiana, AL 35051



20160309000075380 1/4 \$38.00
Shelby Cnty Judge of Probate, AL
03/09/2016 10:28:03 AM FILED/CERT

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



MODIFICATION OF MORTGAGE



#####%0740%02082016%#####

Notice: The original principal amount available under the Note (as defined below), which was \$25,000.00 (on which any required taxes already have been paid), now is increased by an additional \$10,000.00.

THIS MODIFICATION OF MORTGAGE dated February 8, 2016, is made and executed between Merlyn L Hooten and Gloria Hooten; 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 November 4, 2014 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded by Instrument Number 20141125000372000 on 11/25/2014 in the Judge of Probate Office of Shelby County, Alabama.

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 3000 Hwy 77, Columbiana, AL 35051.

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

Principal Increase from \$25,000.00 to \$35,000.00.

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)

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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 FEBRUARY 8, 2016.

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 Merlyn L Hooten (Seal)
Merlyn L Hooten

X Gloria Hooten (Seal)
Gloria Hooten

LENDER:

BRYANT BANK

X Billy R Jones (Seal)
Billy R Jones, Branch Manager

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This Modification of Mortgage prepared by:

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

INDIVIDUAL ACKNOWLEDGMENT

STATE OF AL)
COUNTY OF Shelby) SS
)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **Merlyn L Hooten and Gloria Hooten, 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 8th day of Feb, 20 16.

Meekda S Allen
Notary Public

My commission expires MY COMMISSION EXPIRES APRIL 9, 2017

MODIFICATION OF MORTGAGE
(Continued)

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LENDER ACKNOWLEDGMENT

STATE OF Al)
) SS
COUNTY OF Shelby)

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 8th day of Feb 20 16.

Minde S. Dillion
Notary Public

My commission expires _____

MY COMMISSION EXPIRES APRIL 9, 2017



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Exhibit "A"

A parcel of land in the NW 1/4 of NW 1/4 of Section 34, Township 21 South, Range 1 East, Shelby County, Alabama, described as follows: From the Northeast corner of said 1/4-1/4 Section, run due West along the North 1/4 -1/4 line 462 feet; thence due South 208.7 feet to the beginning point of subject lot; from said point, continue said course 85.7 feet; thence run South 74 degrees 00 minutes East 488 feet; thence run due South 12.5 feet; thence run North 89 degrees 29 minutes West 1286.6 feet to the East right of way line of County Road No. 77; thence along said right of way line North 06 degrees 39 minutes East 222.5 feet; thence due East 793.1 feet to the beginning point.



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