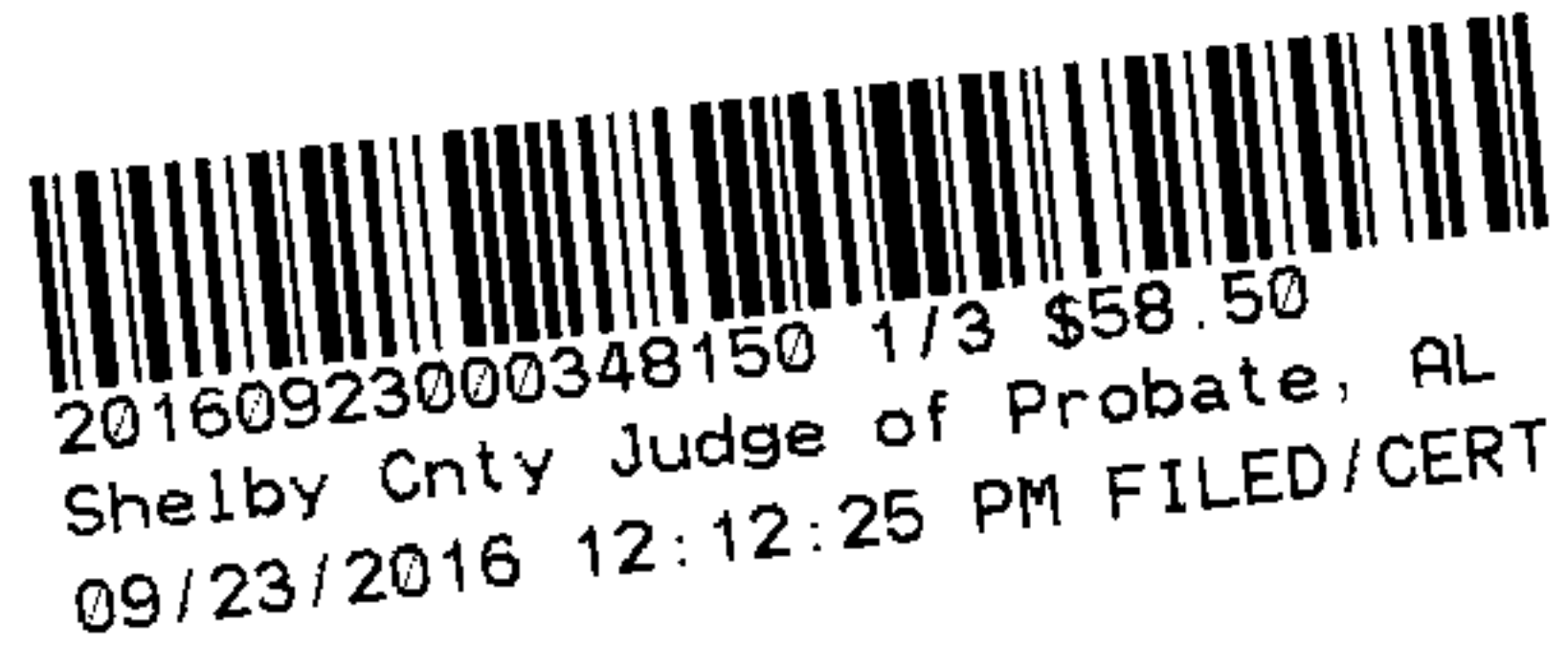


**RECORDATION REQUESTED BY:**

Trustmark National Bank
Montevallo Branch
835 Main Street
Montevallo, AL 35115

WHEN RECORDED MAIL TO:

Trustmark National Bank
Attn: Loan Operations
P. O. Box 1182
Jackson, MS 39215-1182

**SEND TAX NOTICES TO:**

Hugh Joseph Landers
Diane Landers
101 Fairview Lane
Montevallo, AL 35115

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

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 \$25,000.00.

THIS MODIFICATION OF MORTGAGE dated September 6, 2016, is made and executed between Hugh Joseph Landers and Diane Landers; Husband and Wife (referred to below as "Grantor") and Trustmark National Bank, whose address is 835 Main Street, Montevallo, AL 35115 (referred to below as "Lender").

MORTGAGE. BankTrust and Grantor have entered into a Mortgage dated August 23, 2011 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded September 01, 2011 in the records of the Office of the Judge of Probate of Shelby County, Alabama in Instrument 20110901000257990.

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

LOT 52, ACCORDING TO THE SURVEY OF FAIRVIEW , AS RECORDED IN MAP BOOK 22, PAGE 135, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

The Real Property or its address is commonly known as 101 Fairview Lane, Montevallo, AL 35115.

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

The credit limit of the Credit Agreement and the amount above described Mortgage will be increased to \$50,000.00.

Alabama Mortgage Recordation Tax in the amount of \$61.50 has been paid on the original mortgage and note of \$25,000.00.

Alabama Mortgage Recordation Tax in the amount of \$37.50 is being paid on the additional advance of \$25,000.00.

MAXIMUM LIEN. The total amount of the indebtedness secured by this Mortgage may decrease or increase from time to time, but the maximum amount of principal indebtedness which may be outstanding at any one time shall not exceed \$50,000.00, plus interest, and amounts expended or advanced by Lender for the payment of taxes, levies or insurance on the Property, and interest on such amounts.

CROSS-COLLATERALIZATION. In addition to the Note, this Mortgage secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated whether Grantor may be



liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

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 endorser 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 SEPTEMBER 6, 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 Hugh Joseph Landers (Seal)
Hugh Joseph Landers

X Diane Landers (Seal)
Diane Landers

LENDER:

TRUSTMARK NATIONAL BANK

X [Signature] (Seal)
Authorized Signer

20160923000348150 2/3 \$58.50
Shelby Cnty Judge of Probate, AL
09/23/2016 12:12:25 PM FILED/CERT

This Modification of Mortgage prepared by:

Name: Kyle Hood, CRMA
Address: 835 Main Street
City, State, ZIP: Montevallo, AL 35115

INDIVIDUAL 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 **Hugh Joseph Landers and Diane Landers, 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.

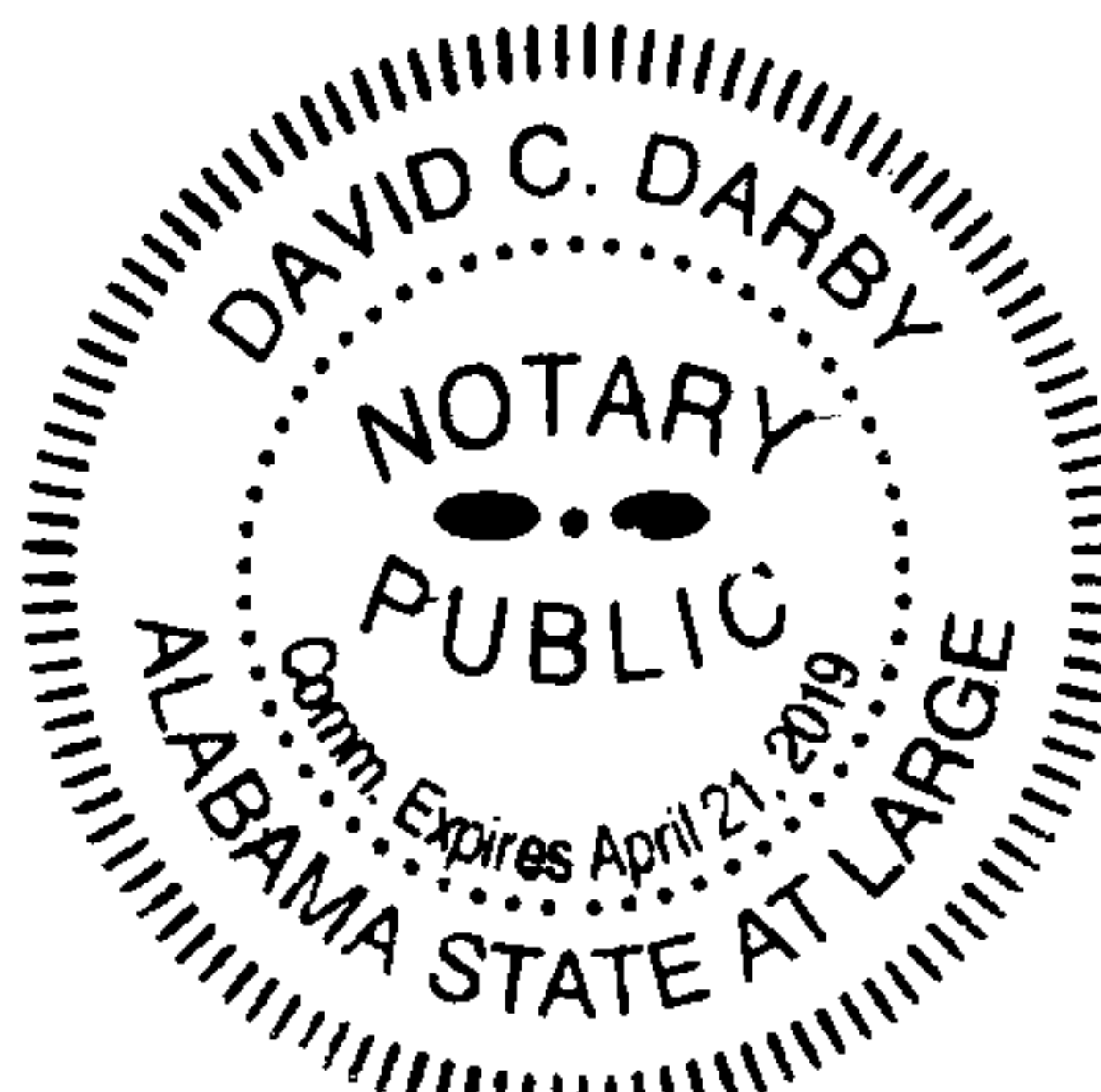
Given under my hand and official seal this 6th day of September, 20 16.

Daniel C. Daulton



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My commission expires 4-21-19



Notary Public

LENDER ACKNOWLEDGMENT

STATE OF Alabama

COUNTY OF Shelby

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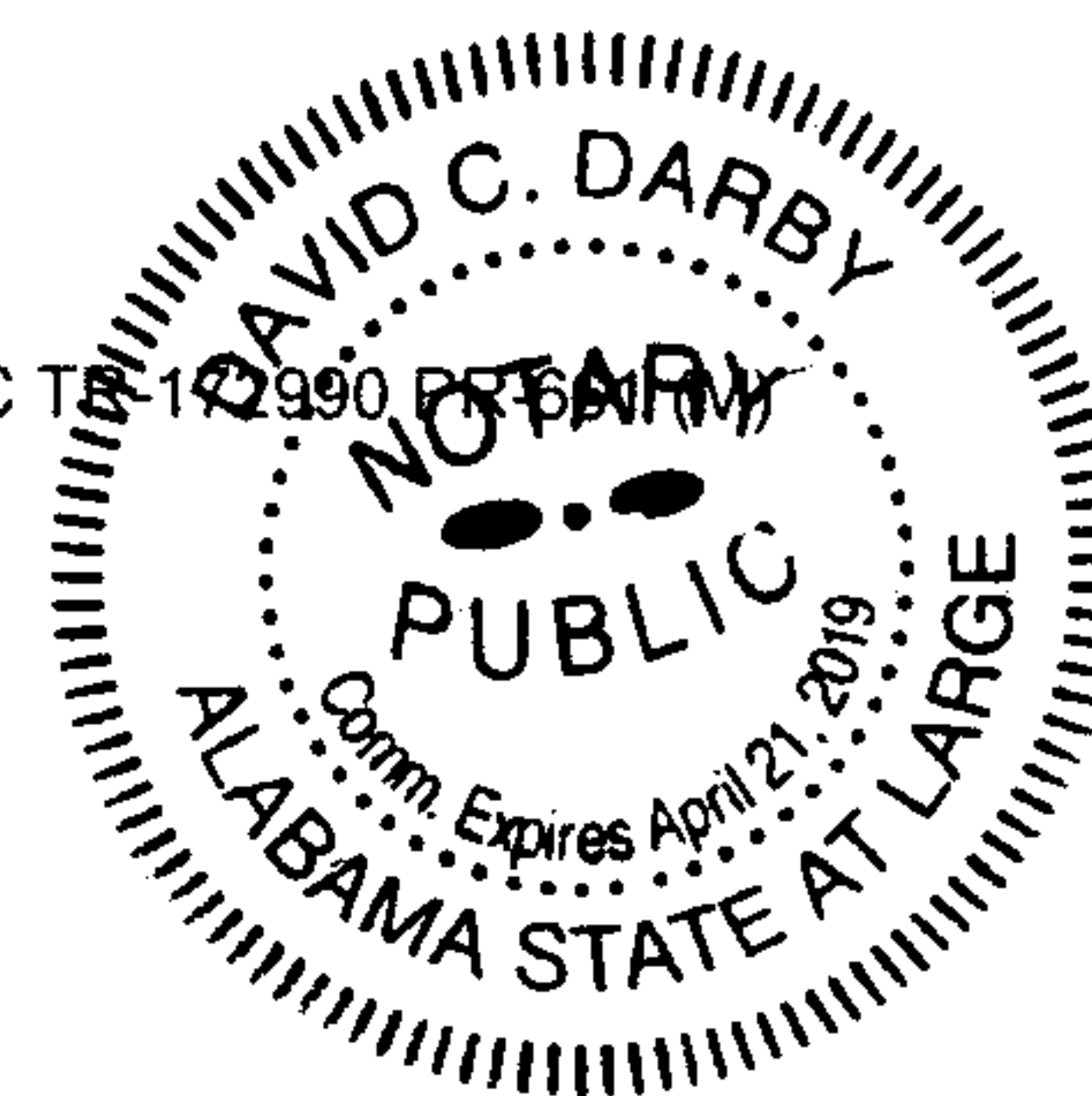
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Kyle Hood whose name as C.R.M.A. of Trustmark National Bank is signed to the foregoing Modification and who is known to me, acknowledged before me on this day that, being informed of the contents of the Modification of Mortgage, he or she, in his or her capacity as such C.R.M.A. of Trustmark National Bank, executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 6th day of September, 20 16.

David C. Darby
Notary Public

My commission expires 4-21-19

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Shelby Cnty Judge of Probate, AL
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