

**RECORDATION REQUESTED BY:**

Bryant Bank  
Cahaba Village  
2700 Cahaba Village  
Mountain Brook, AL 35243



20161122000430320 1/3 \$98.85  
Shelby Cnty Judge of Probate, AL  
11/22/2016 01:12:52 PM FILED/CERT

**WHEN RECORDED MAIL TO:**

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

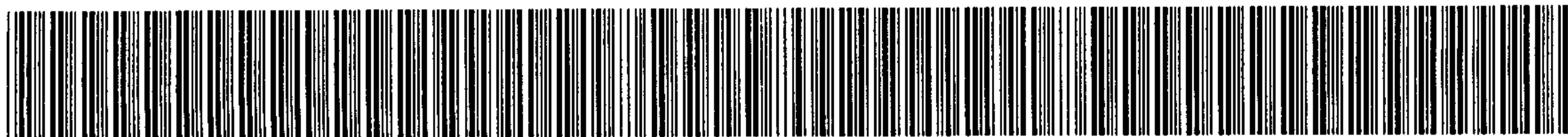
**SEND TAX NOTICES TO:**

Pamela R Guyther  
Mark Guyther  
3173 Bradford Place  
Birmingham, AL 35242

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



**MODIFICATION OF MORTGAGE**



\*#####%0740%10182016%#####\*

**Notice: The original principal amount available under the Note (as defined below), which was \$73,191.00 (on which any required taxes already have been paid), now is increased by an additional \$51,809.00.**

**THIS MODIFICATION OF MORTGAGE dated October 18, 2016, is made and executed between Mark Guyther and Pamela R Guyther, husband and wife (referred to below as "Grantor") and Bryant Bank, whose address is 2700 Cahaba Village, Mountain Brook, AL 35243 (referred to below as "Lender").**

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated August 19, 2016 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded on September 12, 2016 in Instrument Number 20160912000330760, Office of Judge of Probate, Shelby County, Alabama.

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

Lot 74, according to the Survey of Meadowbrook 18th Sector, Phase I, as recorded in Map Book 10, Page 26, in the Probate Office of Shelby County, Alabama

The Real Property or its address is commonly known as 3173 Bradford Place, Birmingham, AL 35242.

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

**Increase credit limit from \$73,191.00 to \$125,000.00.**

**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 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.



MODIFICATION OF MORTGAGE  
(Continued)

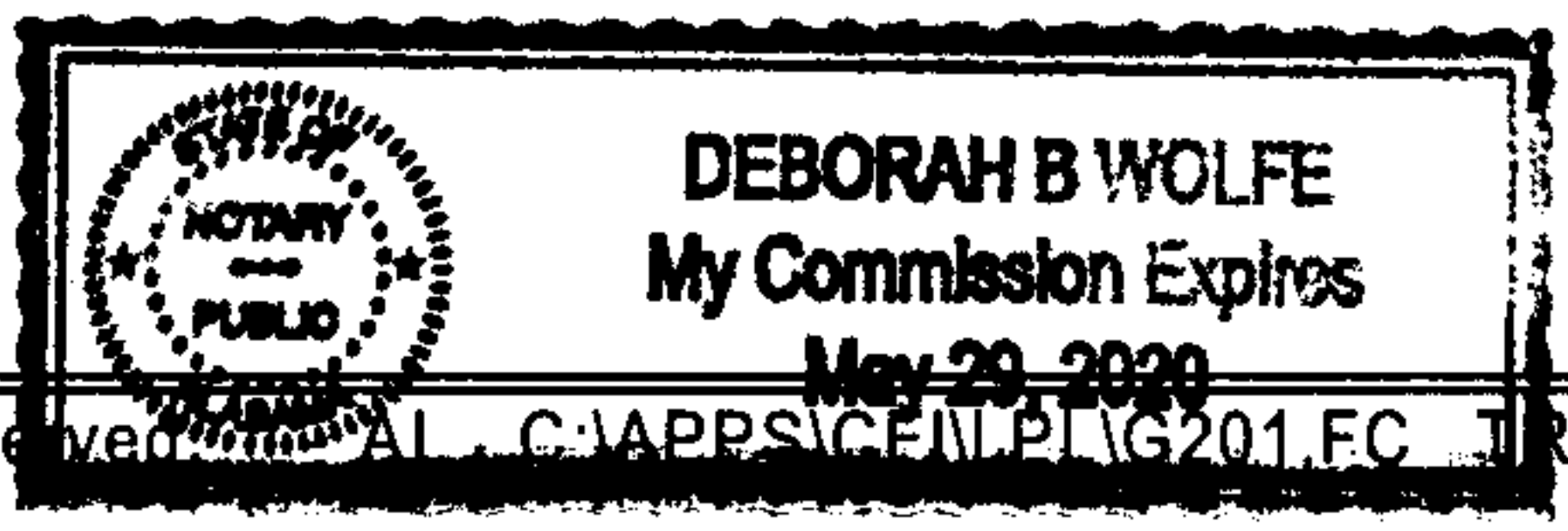
LENDER ACKNOWLEDGMENT

STATE OF Alabama )  
 ) SS  
COUNTY OF Jefferson )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that B Parker Stringfellow whose name as Vice President 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 Vice President of Bryant Bank, executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 18<sup>th</sup> day of October, 2016.  
Deborah B Wolfe  
Notary Public

My commission expires May 29, 2020



20161122000430320 3/3 \$98.85  
Shelby Cnty Judge of Probate, AL  
11/22/2016 01:12:52 PM FILED/CERT