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This instrument was prepared by Loan Department, Southern States Bank, 7 Office Park Circle, Birmingham, AL 35223

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## MODIFICATION OF MORTGAGE

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**DATE AND PARTIES.** The date of this Real Estate Modification (Modification) is March 16, 2017. The parties and their addresses are:

**MORTGAGOR:**  
**RYAN COOK**  
An unmarried individual  
8349 HWY 51  
WESTOVER, AL 35147

**LENDER:**  
**SOUTHERN STATES BANK**  
Organized and existing under the laws of Alabama  
7 Office Park Circle  
Birmingham, AL 35223

**1. BACKGROUND.** Mortgagor and Lender entered into a security instrument dated February 8, 2016 and recorded on February 11, 2016 (Security Instrument). The Security Instrument was recorded in the records of Shelby County, Alabama at Instrument #20160211000044180 in the amount of \$235,000.00 and covered the following described Property:

A tract of land in the NE 1/4 of the NE 1/4 of Section 21, Township 19 South, Range 1 East, Shelby County, Alabama, decribed as follows: Begin at the NE corner of Section 21, Township 19 South, Range 1 East; thence run West along the North line of said Section 21 a distance of 420.00 feet; thence turn an angle of 91 degrees 02 minutes to the left and run a distance of 836.10 feet to the North right of way line of a county highway; thence turn an angle of 100 degrees 56 minutes to the left and run along said right of way line a distance of 427.69 feet to the East line of Section 21; thence turn an angle of 79 degrees 04 minutes to the left and run North along the East line of said Section 21, a distance of 746.10 feet to the Point of Beginning. Situated in the NE 1/4 of the NE 1/4 of Section 21, Township 19 South, Range 1 East, Shelby County, Alabama.

The property is located in Shelby County at 9781 Hwy 51, Sterrett, Alabama 35147.

**2. MODIFICATION.** For value received, Mortgagor and Lender agree to modify the Security Instrument as provided for in this Modification.

The Security Instrument is modified as follows:

**A. Maximum Obligation Limit.** The maximum obligation provision of the Security Instrument is modified to read:

(1) Maximum Obligation Limit. The total principal amount secured by this Security Instrument at any one time and from time to time will not exceed \$275,000.00. Any limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

**B. Secured Debt.** The secured debt provision of the Security Instrument is modified to read:

(1) Secured Debts and Future Advances. The term "Secured Debts" includes and this Security Instrument will secure each of the following:

(a) Specific Debts. The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note or other agreement, No. 500034844, dated February 8, 2016, from Mortgagor to Lender, with a modified loan amount of \$275,000.00.

(b) Future Advances. All future advances from Lender to Mortgagor under the Specific Debts executed by Mortgagor in favor of Lender after this Security Instrument. If more than one person signs this Security Instrument, each agrees that this Security Instrument will secure all future advances that are given to Mortgagor either individually or with others who may not sign this Security Instrument. All future advances are secured by this Security Instrument even though all or part may not yet be advanced. All future advances are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future advances in any amount. Any such commitment must be agreed to in a separate writing.

(c) All Debts. All present and future debts from Mortgagor to Lender, even if this Security Instrument is not specifically referenced, or if the future debt is unrelated to or of a different type than this debt. If more than one person signs this Security Instrument, each agrees that it will secure debts incurred either individually or with others who may not sign this Security Instrument. Nothing in this Security Instrument constitutes a commitment to make additional or future loans or advances. Any such commitment must be in writing. This Security Instrument will not secure any debt for which a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. This Security Instrument will not secure any debt for which a security interest is created in "margin stock" and Lender does not obtain a "statement of purpose," as defined and required by federal law governing securities. This Modification will not secure any other debt if Lender, with respect to that other debt, fails to fulfill any necessary requirements or fails to conform to any limitations of the Truth in Lending Act (Regulation Z) or the Real Estate Settlement Procedures Act (Regulation X) that are required for loans secured by the Property.


(d) Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

**3. WARRANTY OF TITLE.** Mortgagor warrants that Mortgagor continues to be lawfully seized of the estate conveyed by the Security Instrument and has the right to grant, bargain, convey, sell and mortgage with the power of sale the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.

**4. CONTINUATION OF TERMS.** Except as specifically amended in this Modification, all of the terms of the Security Instrument shall remain in full force and effect.

**SIGNATURES.** By signing under seal, Mortgagor agrees to the terms and covenants contained in this Modification. Mortgagor also acknowledges receipt of a copy of this Modification.

**MORTGAGOR:**

 (Seal)  
RYAN COOK

**LENDER:**

Southern States Bank

By  (Seal)  
Dan Bundy, EVP/Pres Jefferson-Shelby Co

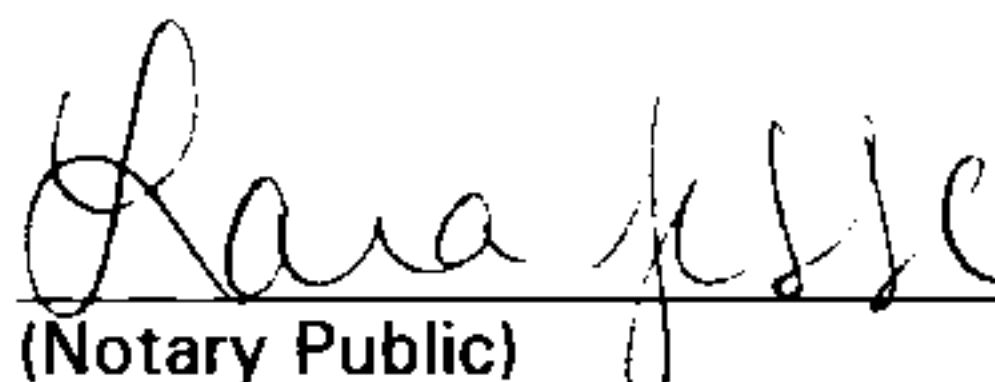
**ACKNOWLEDGMENT.**


STATE OF ALABAMA, COUNTY OF JEFFERSON ss.

I, the undersigned authority, a notary public, hereby certify that RYAN COOK, an unmarried individual, whose name(s) is/are signed to the foregoing instrument, and who is/are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she/they executed the same voluntarily on the day the same bears date. Given under my hand this 16<sup>th</sup> day of March, 2017.

My commission expires:

My Commission Expires:  
August 11, 2020

  
(Notary Public)

  
20170320000091940 3/4 \$84.00  
Shelby Cnty Judge of Probate, AL  
03/20/2017 10:36:40 AM FILED/CERT

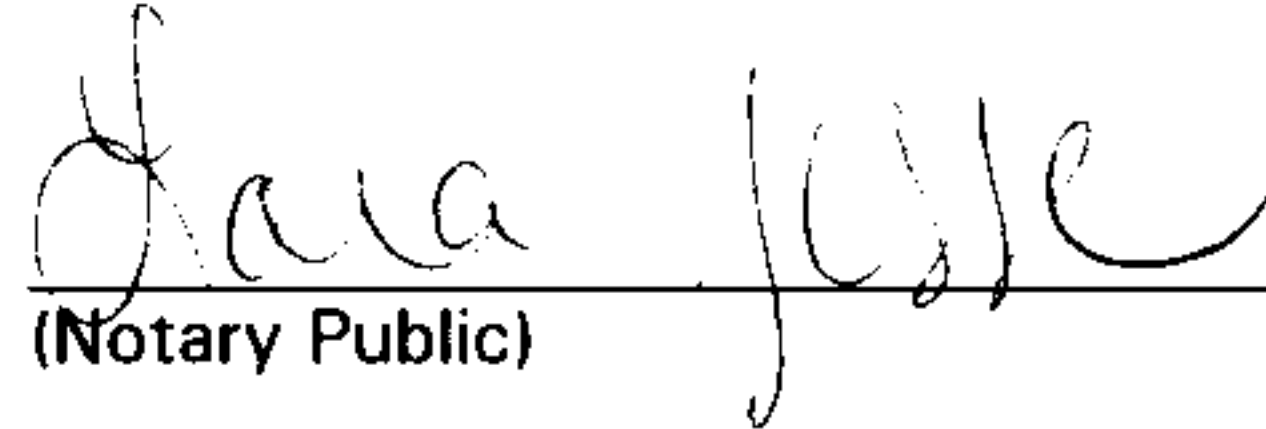
**(Lender Acknowledgment)**

STATE OF ALABAMA, COUNTY OF JEFFERSON ss.

I, the undersigned authority, a notary public, in and for said County in said State, hereby certify that Dan Bundy, whose name(s) as EVP/Pres Jefferson-Shelby Co of Southern States Bank, a corporation, is/are signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she/they, as such officer(s) and with full authority, executed the same voluntary for and as the act of said corporation. Given under my hand this the 16<sup>th</sup> day of March, 2017.

My commission expires:

My Commission Expires:  
August 11, 2020

  
(Notary Public)

