



20170615000210740 1/5 \$249.60  
Shelby Cnty Judge of Probate: AL  
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This instrument was prepared by MISHELLE GROGAN, FIRST US BANK, 131 West Front Street, P O Box 249, Thomasville, AL 36784

## MODIFICATION OF MORTGAGE

**DATE AND PARTIES.** The date of this Real Estate Modification (Modification) is June 7, 2017. The parties and their addresses are:

**MORTGAGOR:**

**JOSEPH M STANGE**  
A MARRIED MAN / HUSBAND OF GLENDA STANGE  
PO BOX 87  
VANDIVER AL 35176-0087

JOSEPH M STANGE AND JOSEPH STANGE ARE  
ONE AND THE SAME PERSON

**GLENDA STANGE BY JOSEPH M. STANGE AS AGENT**  
A MARRIED WOMAN/ WIFE OF JOSEPH M. STANGE  
PO BOX 87  
VANDIVER AL 35176

**LENDER:**

**FIRST US BANK**  
Organized and existing under the laws of Alabama  
131 West Front Street  
PO Box 249  
Thomasville, AL 36784

**1. BACKGROUND.** Mortgagor and Lender entered into a security instrument dated OCTOBER 20, 2016 and recorded on NOVEMBER 3, 2016 (Security Instrument). The Security Instrument was recorded in the records of SHELBY County, Alabama at INST# 20161103000405310 and covered the following described Property:

SEE EXHIBIT "A" FOR COMPLETE COLLATERAL DESCRIPTION

The property is located in SHELBY County at 145 CRIPPLE CREEK LANE, STERRETT, Alabama 35147.

JOSEPH M STANGE  
Alabama Real Estate Modification  
AL/4XXXXXXXXX00000000001180017060717N

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Initials   
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**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 \$148,335.00. 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. 5109937, dated October 20, 2016, from JOSEPH M STANGE (Borrower) to Lender, with a modified maximum credit limit of \$148,335.00 and maturing on June 7, 2027.


(b) Future Advances. All future advances from Lender to JOSEPH M STANGE under the Specific Debts executed by JOSEPH M STANGE 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 JOSEPH M STANGE 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 JOSEPH M STANGE 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.

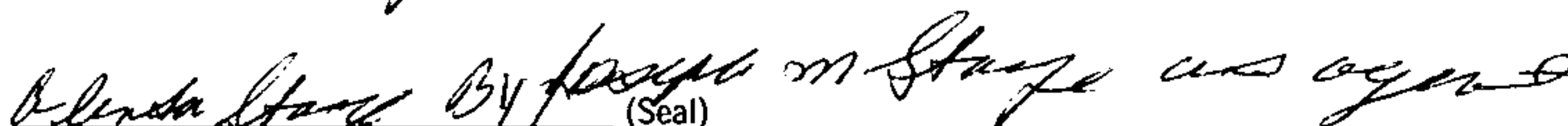
  
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**SIGNATURES.** By signing under seal, Mortgagor agrees to the terms and covenants contained in this Modification. Mortgagor also acknowledges receipt of a copy of this Modification.

**MORTGAGOR:**

 (Seal)  
JOSEPH M STANGE

 (Seal)  
GLENDA STANGE BY JOSEPH M. STANGE AS AGENT

**LENDER:**

First US Bank

By  (Seal)  
MISCHELLE GROGAN, BRANCH MANAGER

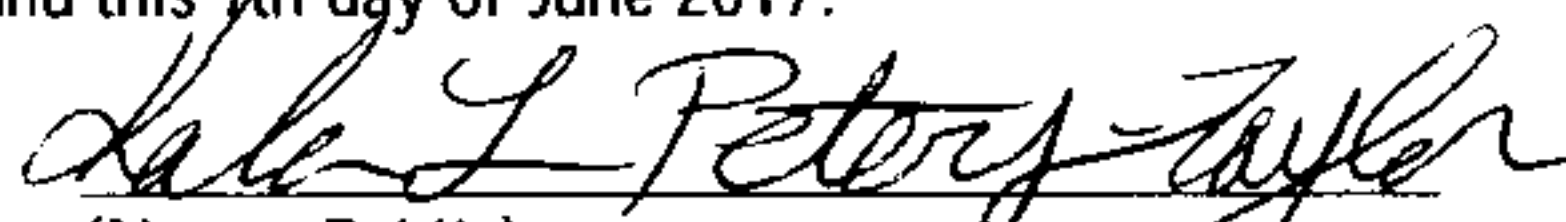
**ACKNOWLEDGMENT.**

STATE OF ALABAMA, COUNTY OF SHELBY ss.

I, Kala L Taylor, a notary public, hereby certify that JOSEPH M STANGE, A MARRIED MAN / HUSBAND OF GLENDA STANGE, and GLENDA STANGE BY JOSEPH M. STANGE AS AGENT, A MARRIED WOMAN/ WIFE OF JOSEPH M. STANGE, 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 7th day of June 2017.

My commission expires:

2/12/20

  
(Notary Public)



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(Lender Acknowledgment)

STATE OF ALABAMA, COUNTY OF SHELBY ss.

I, Kala C. Taylor, a notary public, in and for said County in said State, hereby certify that MISHELLE GROGAN, whose name(s) as BRANCH MANAGER of First US 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 7th day of June 2017.

My commission expires:

2/12/20

Kala C. Taylor  
(Notary Public)

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EXHIBIT "A"  
LEGAL DESCRIPTION

TRACT 2:

Commencing at a 1 ½-inch open pipe found at the NW corner of the NE ¼ of the NE ¼ of Section 22, Township 18 South, Range 1 East, Shelby County, Alabama; thence South 0 degrees 14 minutes 4 seconds West along the West line of said ¼ - ¼ for 160.00 feet to a 5/8-inch rebar set at the point of beginning; thence South degrees 14 minutes 04 seconds West 150.12 feet; thence South 89 degrees 47 minutes 29 seconds East 319.94 feet to a 3/8-inch rebar found; thence North 0 degrees 15 minutes 42 seconds East 149.92 feet to a 3/8-inch rebar found; thence North 89 degrees 45 minutes 46 seconds West 320.02 feet to the point of beginning.

TRACT 3:

Commencing at a 1 ½-inch open pipe found at the NW corner of the NE ¼ of the NE ¼ of Section 22, Township 18 South, Range 1 East, Shelby County, Alabama; thence South 0 degrees 14 minutes 04 seconds West along the West line of said ¼ - ¼ for 160.00 feet to a 5/8-inch rebar set; thence South 89 degrees 47 minutes 29 seconds East 319.94 feet to a 3/8-inch rebar found at the point of beginning; thence South 89 degrees 47 minutes 29 seconds East 15.00 feet to a 5/8-inch rebar set; thence North 0 degrees 15 minutes 42 seconds East 149.92 feet to a 5/8-inch rebar set; thence North 89 degrees 45 minutes 46 seconds West 14.97 feet to a 3/8-inch rebar found; thence South 0 degrees 15 minutes 42 seconds West 149.92 feet to the point of beginning.

And

EASEMENT FOR BOTH TRACTS:

Commencing at a 1 ½-inch open pipe found at the NW corner of the NE ¼ of the NE ¼ of Section 22, Township 18 South, Range 1 East, Shelby County, Alabama; thence North 89 degrees 11 minutes 19 seconds East along the North line of said ¼ - ¼ for 335.16 feet to a 5/8-inch rebar set; thence South 0 degrees 15 minutes 42 seconds West 10.00 feet to the point of beginning of the centerline of a 60-foot wide easement for ingress, egress, and utilities; thence South 0 degrees 15 minutes 42 seconds West 1003.92 feet to the centerline of Old Deer Creek Road, the point of ending.

TRACT 4:

Commencing at a 1 ½-inch open pipe found at the NW corner of the NE ¼ of the NE ¼ of Section 22, Township 18 South, Range 1 East, Shelby County, Alabama; thence South 0 degrees 14 minutes 04 seconds West along the West line of said ¼ - ¼ for 310.12 feet to a 5/8-inch rebar set at the point of beginning; thence continue along said line South 0 degrees 14 minutes 04 seconds West 337.78 feet to a 5/8-inch rebar set; thence South 89 degrees 47 minutes 35 seconds East 334.78 feet to a 5/8-inch rebar set; thence North 0 degrees 15 minutes 42 seconds East 337.77 feet to a 5/8-inch rebar set; thence North 89 degrees 47 minutes 29 seconds West 334.94 feet to the point of beginning.

EASEMENT:

Commencing at a 1 ½-inch open pipe found at the NW corner of the NE ¼ of the NE ¼ of Section 22, Township 18 South, Range 1 East, Shelby County, Alabama; thence North 89 degrees 11 minutes 19 seconds East along the North line of said ¼ - ¼ for 335.16 feet to a 5/8-inch rebar set; thence South 0 degrees 15 minutes 42 seconds West 10.00 feet to the point of beginning of the centerline of a 60-foot wide easement for ingress, egress, and utilities; thence South 0 degrees 15 minutes 42 seconds West 1003.92 feet to the centerline of Old Deer Creek Road, the point of ending.

TRACT 6:

Commencing at a 1 ½-inch open pipe found at the NW corner of the NE ¼ of the NE ¼ of Section 22, Township 18 South, Range 1 East, Shelby County, Alabama; thence South 0 degrees 14 minutes 04 seconds West along the West line of said ¼ - ¼ for 648.26 feet to a 5/8-inch rebar set at the point of beginning; thence continue along said line South 0 degrees 14 minutes 12 seconds West 235.55 feet to a 5/8-inch rebar set at the point of curvature of a curve to the right, having a radius of 526.40 feet, a central angle of 16 degrees 31 minutes 32 seconds, and a chord of 151.30 feet, bearing South 72 degrees 01 minutes 59 seconds East; thence Easterly along said curve and the centerline of Deer Creek Road 151.83 feet; South 63 degrees 46 minutes 13 seconds East 51.64 feet; South 66 degrees 07 minutes 38 seconds East 62.78 feet; South 69 degrees 09 minutes 40 seconds East 73.89 feet; South 75 degrees 23 minutes 50 seconds East 17.97 feet; thence North 0 degrees 15 minutes 42 seconds East along the centerline of Cripple Creek Lane 360.06 feet; thence North 89 degrees 47 minutes 35 seconds West 334.78 feet to the point of beginning.

*Joseph M. Stange* 06/07/17  
*Blair S. Stange* by *Joseph M. Stange* as agent 06/07/17

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