

RECORDATION REQUESTED BY:

USAMERIBANK
Birmingham Region (BH)
1100 Corporate Parkway
Meadow Brook Corporate Park
Birmingham, AL 35242

WHEN RECORDED MAIL TO:

USAmeriBank
Operations Center - FL
PO Box 17540
Clearwater, FL 33762

20171129000428120
11/29/2017 11:51:30 AM
MORTAMEN 1/4

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

74004733



MODIFICATION OF MORTGAGE

Notice: This Modification of Mortgage does not secure new indebtedness or an increased amount of debt under the Note (as defined below).

THIS MODIFICATION OF MORTGAGE dated November 5, 2017, is made and executed between Mark T. Lydon, a single man a/k/a Mark Thomas Lydon, whose address is 2118 Vestridge Ct., Birmingham, AL 35216 (referred to below as "Grantor") and USAMERIBANK, whose address is 1100 Corporate Parkway, Meadow Brook Corporate Park, Birmingham, AL 35242 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated May 4, 2007 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Real Estate Mortgage dated May 4, 2007 and recorded on June 13, 2007 in Instrument 20070613000276550, in the Probate Office of Shelby County, Alabama.

MORTGAGE PRIVILEGE TAX IN THE AMOUNT OF \$225.20 HAS BEEN PAID ON THE MORTGAGE DESCRIBED ABOVE.

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

Lot 64, according to the Survey of Portsouth, Third Sector, as recorded in Map Book 7, Page 110, in the Probate Office of Shelby County, Alabama

The Real Property or its address is commonly known as 213 Portsouth Lane, Alabaster, AL 35007. The Real Property tax identification number is 13-7-26-2-001-003.069.

THE REAL PROPERTY DESCRIBED ABOVE DOES NOT CONSTITUTE THE HOMESTEAD OF THE GRANTOR.

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

- 1. CHANGE IN GRANTOR OF MORTGAGE AND ASSIGNMENT OF RENTS:** Grantor of Mortgage recorded in Instrument 20070613000276550; and Assignment of Rents recorded in Instrument #20141201000375230 is hereby changed to Mark T. Lydon, a single man a/k/a Mark Thomas Lydon, as evidenced by Statutory Warranty Deed recorded on November 17, 2017 in Instrument 20171117000417030, amended by Scrivener's Affidavit recorded on November 17, 2017 in Instrument 20171117000417040, all in the Probate Office of Shelby County, Alabama.
- 2.** As of the date of execution of this Modification, the outstanding balance of the loan is \$107,087.87 and is hereby renewed as further outlined in the renewal Promissory Note dated of even date herewith.
- 3.** Interest rate and repayment terms are further defined in the renewal Promissory Note of even date.
- 4.** The Mortgage, as modified, shall secure the renewal Promissory Note to the same extent as if the renewal Promissory Note was originally referred to in the Mortgage as evidence of the indebtedness secured thereby.

Loan No: 74004733

**MODIFICATION OF MORTGAGE
(Continued)**

Page 2

5. **MISCELLANEOUS PROVISION.** Choice of Venue paragraph is hereby amended and restated as follows:

If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Shelby County, State of Alabama.

All other terms and conditions remain the same.

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.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED NOVEMBER 5, 2017.

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  (Seal)
Mark T. Lydon

LENDER:

USAMERIBANK

x  (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

**Name: Doc Prep Dept - USAMeriBank B. Smith
Address: 1100 Corporate Parkway
City, State, ZIP: Birmingham, AL 35242**

**MODIFICATION OF MORTGAGE
(Continued)**

Loan No: 74004733

Page 3

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Shelby)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **Mark T. Lydon**, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Modification, he or she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 21st day of November, 2017.

My commission expires



Mary M. Holdefer
Notary Public

LENDER ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Shelby)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Dan McArthur whose name as Senior Vice President of **USAMERIBANK** 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 Senior Vice President of **USAMERIBANK**, executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 21st day of November, 2017.

My commission expires



Mary M. Holdefer
Notary Public

EXHIBIT "A"

All rights, title and interest of Borrower/Mortgagor in and to the materials, soil, flowers, shrubs, crops, trees, timber, and other emblements now or hereafter on said property described in loan documents (herein referred to as "Property") or under or above the same or any part or parcel thereof.

Together with and singular the tenements, hereditaments, easements, riparian and littoral rights, and appurtenances thereunto belonging or in any wise appertaining, whether now owned or hereafter acquired by Mortgagor, and including all rights of ingress and egress to and from adjoining property (whether such rights now exist or subsequently arise) together with the reversion or reversions, remainder or remainders, rents, issues and profits thereof, and also all the estate, right, title and interest, claim and demand whatsoever of Mortgagor of, in and to the same and of, in and to every part and parcel thereof; and

Together with all machinery, apparatus, equipment, fittings, fixtures, whether actually or constructively attached to said property now or hereafter located in, upon or under said real property or any part thereof and used or usable in connection with any present or future operation of said real property and now owned or hereafter acquired by Mortgagor, including but without the generality of the foregoing, all heating, air-conditioning, lighting, laundry, incineration and power equipment, plumbing, lifting, cleaning, fire prevention, ventilating and communications apparatus; boilers, ranges, furnaces, appliances, elevators, escalators, shades and awnings, screens, storm doors and windows, stored wall beds, refrigerators, attached cabinets, partitions, ducts and compressors, rugs and carpets, draperies; together with all building materials and equipment now or hereafter delivered to the real property and intended to be installed therein, including but not limited to, lumber, plaster, cement, shingles, roofing, plumbing fixtures, pipe, lath, wallboard, cabinets, nails, sinks, toilets, furnaces, heaters, brick, tile, water heaters, screens, window frames, glass, doors, flooring, paint, lighting fixtures and unattached refrigerating, cooking, heating and ventilating appliances and equipment; together with all proceeds, additions and accessions thereto and replacements thereof; and

Together with all of the right, title and interest of the Mortgagor in and to trade names, names of businesses, or fictitious names of any kind used in conjunction with the operation of the mortgaged premises, or of any business or endeavor located on the real property described hereinbefore; and

Together with all of the water, sanitary and storm sewer systems now or hereafter owned by the Mortgagor which are now or hereafter located by, over, and upon the real property hereinabove described, or any part or parcel thereof, and which water system includes all water mains, service laterals, hydrants, valves and appurtenances, and which sewer system includes all sanitary sewer lines, including mains, laterals, manholes and appurtenances; and

Together with all paving for streets, roads, walkways or entryways or hereafter owned by Mortgagor which are now or hereafter located on the real property hereinbefore described or any part or parcel thereof; and

Together with Mortgagor's interest as lessor in and to all leases of the real property hereinbefore described, or any part or parcel thereof, heretofore made and entered into, and to all leases hereafter made and entered into by Mortgagor during the life of this mortgage or any extension or renewal hereof, together with any and all guarantees thereof and including all present and future security deposits and advance rentals reserving to Mortgagor its equity of redemption rights therein provided, and hereby intending that in case of foreclosure sale, the lessor's interest in any such leases then in force shall, upon expiration of Mortgagor's right of redemption, pass to the purchaser at such sale as a part of the mortgaged premises, subject to election by the purchase to terminate or enforce any of such leases hereafter made; and

Together with any and all awards or payments, including interest thereon, and the right to receive the same, as a result of (a) the exercise or the right of eminent domain, (b) the alteration of the grade of any street, or (c) any other injury to, taking of, or decrease in the value of, the real property hereinbefore described, or any part or parcel thereof; and

Together with all of the right, title and interest of the Mortgagor in and to all unearned premiums accrued, accruing or to accrue under any and all insurance policies now or hereafter provided pursuant to the terms of this mortgage, and all proceeds or any sums payable for the loss of or damage to (a) any real personal property encumbered hereby, or (b) rents, revenues, income, profits or proceeds from leases, franchises, concessions or licenses of or on the real property hereinbefore described, or any part or parcel thereof.

Products and proceeds of collateral are covered as provided in § 7 – 9(a) – 203 and § 7 – 9(a) – 315 of the Code of Alabama.



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
11/29/2017 11:51:30 AM
\$25.00 DEBBIE
20171129000428120

A handwritten signature in black ink, appearing to be "J. Fuhrmeister", is written over the printed name of the County Clerk.