

LIP 6000280149

RECORDATION REQUESTED BY:

Bryant Bank
Columbiana
21290 Hwy 25
Columbiana, AL 35051

WHEN RECORDED MAIL TO:

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

20190304000067430 1/4 \$54.00
Shelby Cnty Judge of Probate AL
03/04/2019 10:18:03 AM FILED/CERT

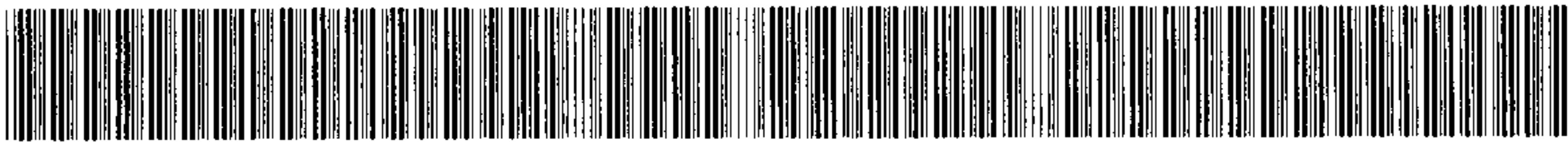
SEND TAX NOTICES TO:

James Terry Benson
Linda G Benson
248 Hwy 46
Shelby, AL 35143-0000

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

BRYANT BANK

MODIFICATION OF MORTGAGE



#####%0740%01302019%#####

Notice: The original principal amount available under the Note (as defined below), which was \$20,000.00 (on which any required taxes already have been paid), now is increased by an additional \$20,000.00.

THIS MODIFICATION OF MORTGAGE dated January 30, 2019, is made and executed between James Terry Benson and Linda G Benson, husband and wife (referred to below as "Grantor") and Bryant Bank, whose address is 21290 Hwy 25, Columbiana, AL 35051 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated August 2, 2016 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded on 08/22/16, Instrument Number 20160822000302610, in the Office of Judge of Probate, Shelby County, AL.

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

See Exhibit "A", which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 248 Hwy 46, Shelby, AL 35143-0000.

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

The purpose of this modification is to increase the mortgage amount to \$40,000.00 and to add the following Future advances or Re-Advances language.

Future Advances or Re-Advances: In addition to the Note, this Mortgage secures all other indebtedness of the Grantor to the Lender whether or not such indebtedness exists at the time this Mortgage is executed by the Grantor, including future advances or re-advances of indebtedness made by Lender, and whether or not such indebtedness is primary or secondary, direct or indirect, contingent or absolute, matured or un-matured, as guarantor or otherwise, joint or several, and otherwise secured or not. This Mortgage secures, in addition to the amounts specified in the Note, future advances or re-advances in an unlimited amount, including any renewal, extension, modification or increase, together with all interest thereon, which Lender may make pursuant to the terms and conditions of the Note or any other note, loan agreement, security agreement, mortgage, deed of trust, collateral pledge agreement, contract, assignment, or any other instrument or agreement of any kind now or hereafter existing as security for or executed in connection with this or any related indebtedness.

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

MODIFICATION OF MORTGAGE
(Continued)

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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 JANUARY 30, 2019.

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 James Terry Benson (Seal)
James Terry Benson

X Linda G Benson (Seal)
Linda G Benson

LENDER:

BRYANT BANK

X Billy R Jones, Branch Manager (Seal)
Billy R Jones, Branch Manager

This Modification of Mortgage prepared by:

Name: Julie Nichols
Address: 21290 Hwy 25
City, State, ZIP: Columbiana, AL 35051

INDIVIDUAL ACKNOWLEDGMENT

STATE OF AL

COUNTY OF Shelby

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) SS
)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that James Terry Benson and Linda G Benson, 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 30th day of Jan, 2019.

Notary Public
Notary Public

My commission expires

My Commission Expires April 11, 2021

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LENDER ACKNOWLEDGMENT

STATE OF AL)
) SS
COUNTY OF Shelby)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Billy R Jones whose name as Branch Manager 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 Branch Manager of Bryant Bank, executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 30th day of JAN, 20 19.
Neerda S. Allen
Notary Public

My commission expires _____


My Commission Expires April 11, 2021

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EXHIBIT "A"
LEGAL DESCRIPTION

A parcel of land in the Southwest quarter of the Southeast quarter of Section 4 and the Northwest quarter of the Northeast quarter of Section 9, Township 24 North, Range 15 East, being part of the same land described in a deed to James Terry and Linda G. Benson, recorded in Real Book 307, Page 868, of the real property records of Shelby County, Alabama. Said parcel of land being more particularly described as follows:

Commencing at a nail found at the Southeast corner of the Southwest quarter of the Southeast quarter of said Section 4; thence South 00 degrees 27 minutes 14 seconds East along the East line of the Northwest quarter of the Northeast quarter of Section 9, a distance of 221.55 feet to a 1/2" rebar found; thence North 73 degrees 00 minutes 41 seconds West, a distance of 160.99 feet to a 1/2" rebar, set with a cap stamped "Wheeler - RPLS 16165" at the point of beginning; thence North 73 degrees 00 minutes 43 seconds West a distance of 465.28 feet to a 1/2" rebar found; thence North 03 degrees 41 minutes 42 seconds East, a distance of 733.25 feet to a 1/2" rebar found on the South right of way of County Road No. 46; thence South 72 degrees 34 minutes 34 seconds East along said right of way, a distance of 306.86 feet to a 1/2" rebar set with a cap stamped "Wheeler - RPLS 16165"; thence South 03 degrees 18 minutes 37 seconds West, a distance of 184.54 feet to a 1/2" rebar found with a cap stamped "S. Wheeler RPLS 16165"; thence South 03 degrees 32 minutes 58 seconds East a distance of 147.59 feet to a 1/2" rebar set with a cap stamped "S. Wheeler RPLS 16165"; thence South 04 degrees 13 minutes 16 seconds East a distance of 106.08 feet to a 1/2" rebar set with a cap stamped "S. Wheeler RPLS 16165"; thence South 10 degrees 59 minutes 37 seconds East a distance of 157.77 feet to a 1/2" rebar set, with a cap stamped "S. Wheeler RPLS 16165"; thence South 20 degrees 44 minutes 27 seconds East a distance of 193.09 feet to the point of beginning.


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