

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

SEND TAX NOTICES TO:

Miguel Chavez
4551 Highway 25
Montevallo, AL 35115

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



MODIFICATION OF MORTGAGE



#####%0740%02062019%#####

THIS MODIFICATION OF MORTGAGE dated February 6, 2019, is made and executed between Miguel Chavez; a married man (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 February 9, 2016 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Mortgage dated 2/9/16 and recorded at 20160210000042710 on 2/10/16 in the Probate Office of Shelby County, Alabama.

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.

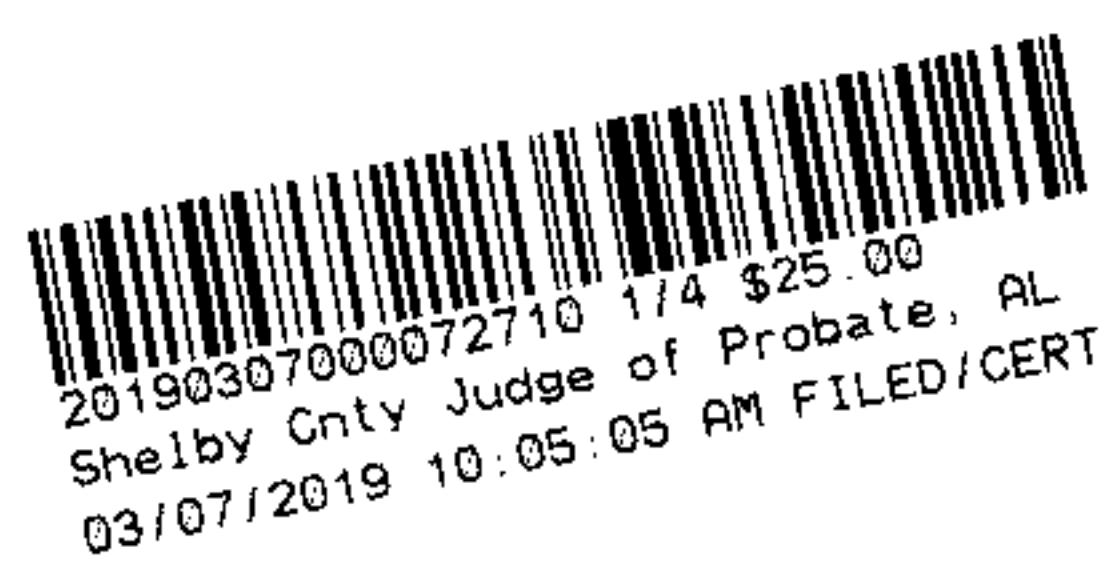
The Real Property or its address is commonly known as 3.15 acres located on Highway 25, Montevallo, AL 35115.

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

The purpose of this Modification is to add the following Future Advances or Re-Advances language:

Future Advances or Re-Advances language: 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 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.




MODIFICATION OF MORTGAGE
(Continued)

Page 2

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED FEBRUARY 6, 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  (Seal)
Miguel Chavez

LENDER:

BRYANT BANK

X  (Seal)
Melinda S. Tolleson, Branch Manager

This Modification of Mortgage prepared by:

Name: Mary Hudson
Address: 21290 Hwy 25
City, State, ZIP: Columbiana, AL 35051

INDIVIDUAL 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 **Miguel Chavez, a married man**, 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 6th day of Feb, 2019.


Notary Public

My commission expires My Commission Expires April 11, 2021



20190307000072710 2/4 \$25.00
Shelby Cnty Judge of Probate, AL
03/07/2019 10:05:05 AM FILED/CERT

MODIFICATION OF MORTGAGE
(Continued)

Page 3

LENDER ACKNOWLEDGMENT

STATE OF AL)
COUNTY OF Shelby) SS
)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Melinda S Tolleson 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 6 day of February, 2019.

My Commission Expires
August 7, 2022

Inklle Pananee
Notary Public

My commission expires _____



EXHIBIT "A"

PARCEL I:

Commencing at the Southeast corner of the Carrie Daly lot and run in an Easterly direction along the Northerly right of way line of the Montevallo-Calera Highway (Alabama Highway 25) a distance of 168.87 feet to a steel corner and the point of beginning of the property being described; thence run South 84 degrees 21 minutes 57 seconds East a distance of 20.13 feet to a found steel corner; thence run North 01 degrees 56 minutes 47 seconds West a distance of 606.19 feet to a found steel corner; thence run South 84 degrees 34 minutes 36 seconds West a distance of 78.01 feet to a found steel corner; thence run North 05 degrees 46 minutes 16 seconds East a distance of 179.26 feet to a found steel corner on the Southerly margin of Shelby County Highway 215; thence run North 64 degrees 54 minutes 42 seconds West along said margin of said highway a distance of 122.34 feet to a found steel corner; thence run South 00 degrees 10 minutes 47 seconds East a distance of 472.08 feet to a found steel corner; thence run South 74 degrees 48 minutes 32 seconds East a distance of 164.21 feet to a found steel corner; thence run South 01 degrees 57 minutes 49 seconds East a distance of 307.74 feet to a found steel corner on the Northerly margin of Highway No. 25 and the point of beginning. According to the survey of S.M. Allen, ALS dated December 7, 2001.

PARCEL II:

Commencing at the Southeast corner of the Carrie Daly lot, run along the Montevallo and Calera Highway in an easterly direction 169 feet to the Southwest corner of the Wyman W. Brown Driveway; thence turn in a Northerly direction and run along said driveway 321 feet to the Southern boundary of said Wyman W. brown lot; thence run West along the Southern boundary of said Brown lot 159 feet to the East line of the Carrie Daly lot; thence run in a Southerly direction along the East line of the said Carrie Daly lot 346 feet to the point of beginning. Being a part of the East 1/2 of the NE 1/4 of Section 3, Township 24, Range 12 East.

LESS AND EXCEPT that portion conveyed to the State of Alabama as shown in Real Book 369, Page 874, in Probate Office.



20190307000072710 4/4 \$25.00
Shelby Cnty Judge of Probate, AL
03/07/2019 10:05:05 AM FILED/CERT