Shelby Cnty Judge of Probate, AL 06/07/2019 01:01:40 PM FILED/CERT

#### RECORDATION REQUESTED BY:

Bryant Bank Cahaba Village 2700 Cahaba Village Mountain Brook, AL 35243

### WHEN RECORDED MAIL TO:

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

## SEND TAX NOTICES TO:

Dianne S. Taylor 5330 Stadium Trace Parkway Suite 245 Hoover, AL 35244-0000

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



## **MODIFICATION OF MORTGAGE**



THIS MODIFICATION OF MORTGAGE dated April 15, 2019, is made and executed between Dianne S. Taylor, a married woman (referred to below as "Grantor") and Bryant Bank, whose address is 2700 Cahaba Village, Mountain Brook, AL 35243 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated June 15, 2010 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Mortgage dated 6/15/10 and Recorded on 7/28/10 as Instrument# 20100728000240080 in the Office of the Judge of Probate of Shelby County, Alabama

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

Lot 1503 according to the Survey of Old Cahaba IV, 2nd Addition, Phase Four, as recorded in Map Book 33, Page 131, in the Office of the Judge of Probate of Shelby County, Alabama

This does not constitute the Homestead of the Grantor

The Real Property or its address is commonly known as 225 Stonecreek Way, Helena, AL 35080.

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

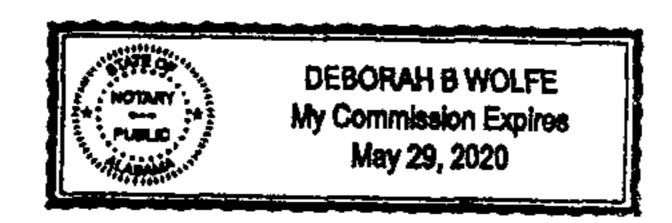
The purpose of the Modification is to add the following Future Advances or Re-Advances language:

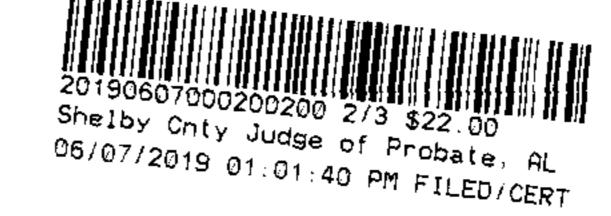
Future Advances or Re-Advances language: In addition to the Note, this Mortgage secures all other indebtedness of the Grantor to the Lender whether or not such indebtedness exists at the time this Mortgage is executed by the Grantor, including future advances or re-advances of indebtedness made by Lender, 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)

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED APRIL 15, 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:** LENDER: **BRYANT BANK** (Seal) David C Agee, Commercial Banker This Modification of Mortgage prepared by: Name: Donna Atchison Address: 2700 Cahaba Village City, State, ZIP: Mountain Brook, AL 35243 INDIVIDUAL ACKNOWLEDGMENT } SS I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Dianne S. Taylor, 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 bearydate. Given under my hand and official seal this day of \_ My commission expires





# MODIFICATION OF MORTGAGE (Continued)

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LENDER ACKNOWLEDGMENT
$M_{\bullet}$
STATE OF Habana,
-
COUNTY OF JETTERSON
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that David C Ages whose name as Commercial
Banker 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 Commercial Banker of Bryant Bank, executed
the same voluntarily on the day same bears date.
Given under my hand and official seal this day of
Show har 1/2/A
Notary Public
My commission expires May 29 2020
DEDORAL DIMOLEE
LaserPro, Ver. 18.4.20.085 Copr. Finastra USA Corporation 1997 *20+9 *411 RIgital Registration Expression Expr
LaserPro, Ver. 18.4.20.085 Copr. Finastra USA Corporation 1997: *20+9 : *All Rights Regulation Expires: Approximation 1997: *20+9 : *All Rights Regulation Expires: Approximation TR-26032 May 29, 2020

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