

**RECORDATION REQUESTED BY:**

Bryant Bank  
Highway 280 S (Graystone)  
5319 US Highway 280 South  
Birmingham, AL 35242

**WHEN RECORDED MAIL TO:**

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

**SEND TAX NOTICES TO:**

JHE Properties LLC  
PO Box 1177  
Columbiana, AL 35051

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



**MODIFICATION OF MORTGAGE**



\*#####%0740%06282019%#####\*

**THIS MODIFICATION OF MORTGAGE** dated June 28, 2019, is made and executed between JHE Properties LLC (referred to below as "Grantor") and Bryant Bank, whose address is 5319 US Highway 280 South, Birmingham, AL 35242 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated July 1, 2014 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Mortgage dated 7/1/14 and recorded on 7/28/14 by Instrument Number 20140728000231350 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:

Lots 11 and 12 in Block 1, according to the Survey of J. W. Johnston's Addition to the Town of Columbiana, Alabama as recorded in Map Book 3, Page 24, in the Probate Office of Shelby County, Alabama

The Real Property or its address is commonly known as 100 & 102 Johnson Street, Columbiana, AL 35051.

**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.

20190725000266060 1/3 \$21.00  
Shelby Cnty Judge of Probate, AL  
07/25/2019 12:23:38 PM FILED/CERT

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 JUNE 28, 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:

JHE PROPERTIES LLC

By: [Signature] (Seal)  
Frank C Ellis III, Member of JHE Properties LLC

LENDER:

BRYANT BANK

X [Signature] (Seal)  
John G Platt, Vice President

This Modification of Mortgage prepared by:

Name: Mary Hudson  
Address: 5319 US Highway 280 South  
City, State, ZIP: Birmingham, AL 35242

LIMITED LIABILITY COMPANY 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 Frank C Ellis III, Member of JHE Properties LLC, a limited liability company, 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 said Modification, he or she, as such member and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this 27 day of June, 2019.

My Commission Expires

My commission expires June 1, 2022

[Signature]  
Notary Public

20190725000266060 2/3 \$21.00  
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MODIFICATION OF MORTGAGE  
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Page 3

LENDER ACKNOWLEDGMENT

STATE OF Alabama

)  
) SS

COUNTY OF Shelby

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I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that John C Platt whose name as Vice President 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 Vice President of Bryant Bank, executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 27 day of June, 2019.

My Commission Expires  
June 1, 2022

David Beasley  
Notary Public

My commission expires \_\_\_\_\_

20190725000266060 3/3 \$21.00  
Shelby Cnty Judge of Probate, AL  
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