

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:

Columbiana Properties, LTD.
PO Box 694
Columbiana, AL 35051-0000

20190813000293320 1/4 \$24.00
Shelby Cnty Judge of Probate, AL
08/13/2019 01:52:16 PM FILED/CERT

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MODIFICATION OF MORTGAGE



#####%0740%07122019%#####

THIS MODIFICATION OF MORTGAGE dated July 12, 2019, is made and executed between **Columbiana Properties, LTD.** (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 July 7, 2014 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Mortgage dated 7/7/14 and recorded on 7/30/14 by Instrument Number 20140730000235700 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:

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 211 West College 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.

MODIFICATION OF MORTGAGE
(Continued)

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GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JULY 12, 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:

COLUMBIANA PROPERTIES, LTD.

By: William T Rasco (Seal)
William T Rasco, General Partner of Columbiana
Properties, LTD.

LENDER:

BRYANT BANK

X Melinda S Tolleson (Seal)
Melinda S Tolleson, Vice President

This Modification of Mortgage prepared by:

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

PARTNERSHIP 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 William T Rasco, General Partner of Columbiana Properties, LTD., a general partnership, 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 general partner or designated agent and with full authority, executed the same voluntarily for and as the act of said partnership.

Given under my hand and official seal this 12th day of July, 20 19.

Melinda S Tolleson
Notary Public

My commission expires _____

My Commission Expires April 11, 2021

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MODIFICATION OF MORTGAGE
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LENDER ACKNOWLEDGMENT

STATE OF Alabama

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) 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 Melinda S Tolleson 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 12 day of July, 2019.

My Commission Expires
August 7, 2022

Melinda Tolleson
Notary Public

My commission expires _____


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EXHIBIT "A"
LEGAL DESCRIPTION

A lot in the West 1/2 of the NE 1/4 of Section 26, Township 21 South, Range 1 West, Shelby County, Alabama, described as follows:

Commence at the Southwest corner of the NW 1/4 of the NE 1/4 of Section 26, Township 21 South, Range 1 West; thence run North along the West line of said 1/4-1/4 Section distance of 215.31 feet to the South right of way line of Alabama Highway No. 70; thence turn an angle of 89 degrees 05 minutes 33 seconds to the right and run along said right of way line a distance of 153.90 feet to the P.C. of a right of way curve; thence continue along said right of way curve (whose Delta angle is 1 degree 13 minutes 16 seconds to the right, Radius is 1931.32 feet, Tangent distance is 20.57 feet, Length of Arc is 41.15 feet) to the P.T. of said right of way curve and the point of beginning; thence turn an angle of 101 degrees 52 minutes 44 seconds to the right from tangent of said curve and run a distance of 191.88 feet; thence turn an angle of 90 degrees 00 minutes to the right and run a distance of 50.00 feet; thence turn an angle of 90 degrees 00 minutes to the left and run a distance of 172.00 feet; thence turn an angle of 90 degrees 00 minutes to the left and run a distance of 50.00 feet; thence turn an angle of 90 degrees 00 minutes to the right and run a distance of 40.00 feet; thence turn an angle of 90 degrees 00 minutes to the left and run a distance of 265.00 feet; thence turn an angle of 90 degrees 00 minutes to the left and run a distance of 40.00 feet; thence turn an angle of 90 degrees 00 minutes to the right and run a distance of 20.00 feet; thence turn an angle of 90 degrees 00 minutes to the left and run a distance of 172.00 feet; thence turn an angle of 90 degrees 00 minutes to the left and run a distance of 20.00 feet; thence turn an angle of 90 degrees 00 minutes to the right and run a distance of 228.67 feet to a point on the South right of way line of Alabama Highway No. 70; thence turn an angle of 93 degrees 56 minutes 08 seconds to the left to the tangent of a right of way curve, and run along said right of way curve (whose Delta Angle is 7 degrees 56 minutes 36 seconds to the left, Radius is 1931.32 feet, Tangent distance is 134.09 feet, Length of Arc is 267.75 feet) to the point of beginning.

Situated in Shelby County, Alabama.


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