

RECORDATION REQUESTED BY:

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

20190823000309870 1/3 \$70.50
Shelby Cnty Judge of Probate, AL
08/23/2019 08:34:47 AM FILED/CERT

WHEN RECORDED MAIL TO:

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

SEND TAX NOTICES TO:

David Marsh
Sara Riddell Marsh
109 Indiancreek Drive
Pelham, AL 35124-0000

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

BRYANT BANK

MODIFICATION OF MORTGAGE

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Notice: The original principal amount available under the Note (as defined below), which was \$37,000.00 (on which any required taxes already have been paid), now is increased by an additional \$33,000.00.

THIS MODIFICATION OF MORTGAGE dated July 23, 2019, is made and executed between David Marsh and Sara Riddell Marsh, husband and wife (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 October 13, 2017 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Mortgage recorded on 11/27/2017 by Instrument Number 20171127000424300 in the Judge of Probate in Shelby County, Alabama.

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

Lot 5, according to the Survey of Indiancreek Phase II, Sector II, as recorded in Map Book 14; Page 89, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

David Graham Marsh is one and the same person as David Marsh.

The Real Property or its address is commonly known as 109 Indiancreek Drive, Pelham, AL 35124-0000.

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

The purpose of this Modification is to increase the principal amount to \$70,000.00 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)

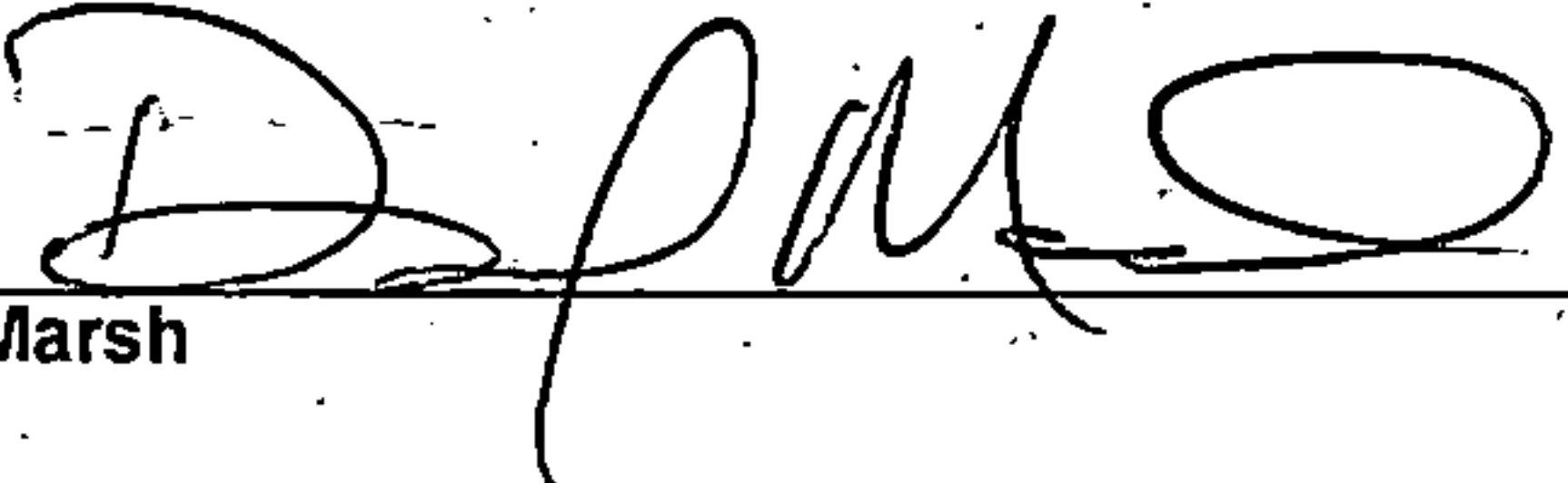
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waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement 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 JULY 23, 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)
David Marsh

X  (Seal)
Sara Riddell Marsh

LENDER:

BRYANT BANK

X  (Seal)
John C Platt, Vice President

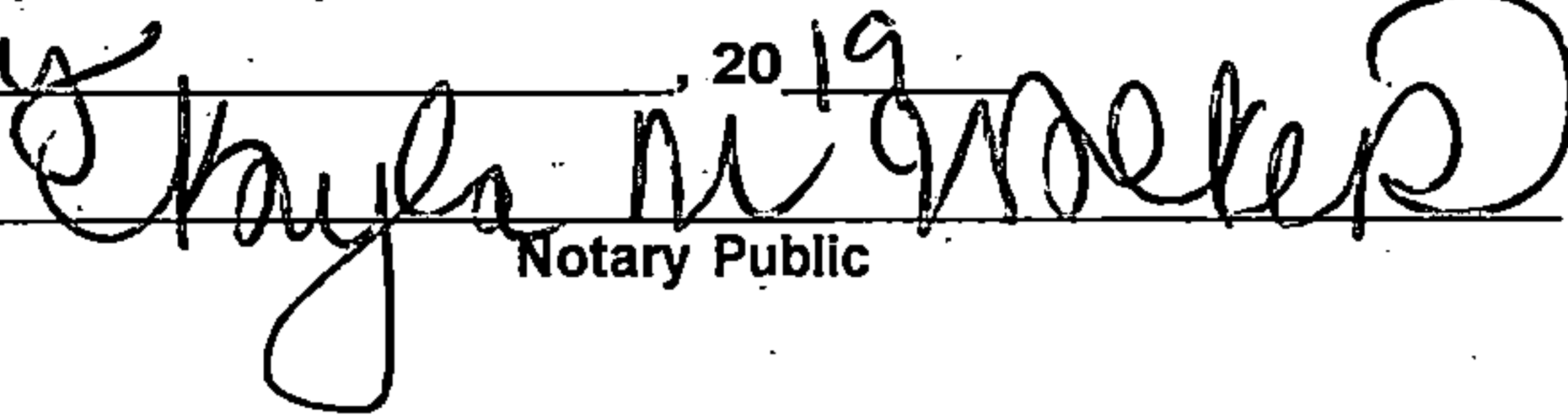
This Modification of Mortgage prepared by:

Name: Elizabeth Safi
Address: 5319 US Highway 280 South
City, State, ZIP: Birmingham, AL 35242

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Jefferson)

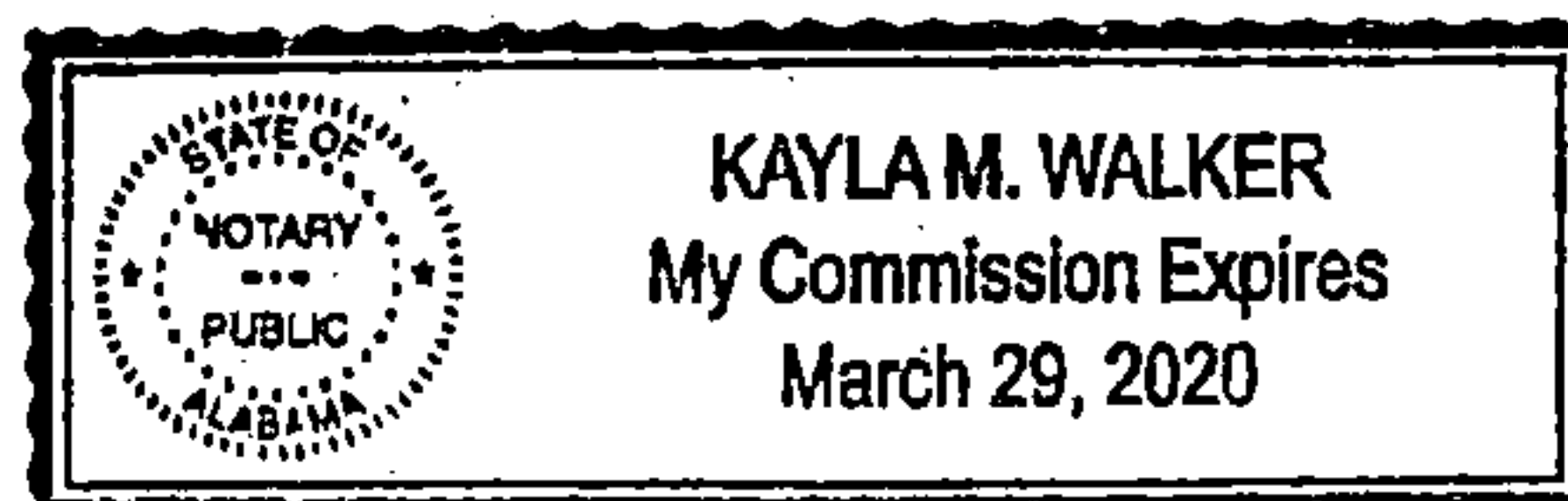
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that David Marsh and Sara Riddell Marsh, husband and wife, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of said Modification, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 23rd day of July, 2019

Notary Public

My commission expires 3-29-20



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MODIFICATION OF MORTGAGE
(Continued)

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LENDER ACKNOWLEDGMENT

STATE OF Alabama

COUNTY OF Jefferson

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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 23rd day of July, 2019
Kayla M Walker
Notary Public

My commission expires 3.29.20

