This Modification was prepared by:
Jerad D. Myers
Baker, Donelson, Bearman, Caldwell & Berkowitz, PC
420 20th Street North, Suite 1400
Birmingham, AL 25203

Note to Recorder:
Cross-reference with Instrument Number 20090601000204940

MODIFICATION OF MORTGAGE

This **MODIFICATION OF MORTGAGE** (this "**Modification**") is made effective for all purposes as of February 16th, 2021 (the "**Effective Date**"), by and between **RICHARD C. DUELL, III and MARSHA K. DUELL** (collectively, "**Mortgagor**"), and **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.**, nominee for **TRUIST BANK**, successor in interest to Servis First Bank ("**Lender**").

RECITALS

A. Mortgagor is indebted to Lender for a loan in the original principal amount of $417,000.00 (the "**Loan**").

B. The Loan is secured by that certain Mortgage dated May 18, 2009, executed by Mortgagor in favor of Lender, and recorded in the Office of the Judge of Probate for Shelby County, Alabama on June 1, 2009, as Instrument No. 20090601000204940 (as assumed, amended and modified from time to time, the "**Mortgage**"), pursuant to which Mortgagor granted Lender a security interest in the real property more particularly described on Exhibit A attached to the Mortgage (the "**Original Property**").

C. Mortgagor and Lender have agreed to substitute that certain real property more particularly described on Schedule A attached hereto and incorporated herein by reference (the "**New Property**") for the Original Property as security for the Loan.

D. All terms not defined herein shall have the meaning ascribed to those terms in the Mortgage.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor agrees with Lender, and Lender agrees with Mortgagor, as follows:

1. Substitution of New Property and Release of Old Property. Exhibit A attached to the Mortgage is hereby deleted in its entirety and replaced with Schedule A attached hereto and fully incorporated herein by reference, such that the New Property is hereby substituted for the Old Property as security for the Loan. Lender hereby irrevocably and unconditionally releases

the Old Property from the lien of the Mortgage, except to the extent that any portion of the Old Property constitutes a portion of the New Property.

2. Recording Fees and Other Charges. Mortgagor shall pay the full amount of any recording tax, documentary stamp tax, intangible tax, interest, and filing fees, if any, charged incident to the loan transaction and modification(s) described in or created by this Modification and the filing of this Modification. If Mortgagor fails to pay the obligations under this paragraph, Lender may pay such obligations. Any amounts so paid by Lender shall bear interest at the rate stated in the note executed in connection with the Mortgage and shall be payable on demand.

3. No Oral Agreements. This Modification and any documents executed in connection with this Modification represent the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

4. Facsimile and Counterpart. This document may be signed in any number of separate copies, each of which shall be effective as an original, but all of which taken together shall constitute a single document. An electronic transmission or other facsimile of this document or any related document shall be deemed an original and shall be admissible as evidence of the document and the signer's execution.

5. Miscellaneous. Any provision in this Modification that may be unenforceable or invalid under any law shall be ineffective to the extent of such unenforceability or invalidity without affecting the enforceability or validity or any other provision hereof. All masculine, feminine, and neuter pronouns used herein shall be interpreted to include the masculine, feminine, or neuter where the context so requires. Likewise, the singular shall include the plural, and vice versa. This Modification and the obligations of the parties hereunder shall be binding upon and enforceable against, and shall inure to the benefit of, the parties and their respective heirs, executors, administrators, successors and assigns. This Modification shall be construed in accordance with the laws of the State of Alabama.

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IN WITNESS WHEREOF, the parties hereto have hereunto set their names and seals, all as of the day and year first above written.

MORTGAGOR:

Richard C Duell III

RICHARD C. DUELL, III

STATE OF ALABAMA
COUNTY OF Jefferson

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that **Richard C. Duell, III**, 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 the foregoing instrument, he voluntarily executed the same on the day same bears date.

Given under my hand on this the 14 day of February, 2021.

STACEY SESSIONS SHIRLEY MY COMMISSION EXPIRES JUNE 23, 2023 NOTARY PUBLIC STATE OF ALABAMA

[AFFIX NOTARY SEAL]

Notary Public

My Commission Expires:

STATE OF NOTARY PUBLIC ALABAMA STACEY SESSIONS SHIRLEY My Commission Expires June 23, 2023

Marsha K Duell

MARSHA K. DUELL

STATE OF ALABAMA
COUNTY OF Jefferson

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that **Marsha K. Duell**, 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 the foregoing instrument, he voluntarily executed the same on the day same bears date.

Given under my hand on this the 14th day of Feb, 2021.

Notary Public

[AFFIX NOTARY SEAL]

STACEY SESSIONS SHIRLEY MY COMMISSION EXPIRES JUNE 23, 2023 NOTARY PUBLIC STATE OF ALABAMA

My Commission Expires:

STATE OF NOTARY PUBLIC ALABAMA STACEY SESSIONS SHIRLEY My Commission Expires June 23, 2023

"MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's Successors and assigns. MERS is organized and existing under the law of Delaware, and has a mailing address of P.O. Box 2026, Flint MI 48501-2026, and/or a street address of 1901 E. Voorhees Street, Suite C, Danville, IL 61834. The MERS telephone number is (888) 679-MERS. MIN NO: 1000104 0227527868 1

Mortgage Electronic Registration Systems, Inc.

By: Pamela Williamson

Name: Pamela Williamson

Its: Vice President

STATE OF VIRGINIA

CITY OF RICHMOND

I, the undersigned authority, a Notary Public in and for said City, in said State, hereby certify that Pamela Williamson, whose name as Vice President of **Mortgage Electronic Registration Systems, Inc.**, a national banking association, 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 the foregoing instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said bank.

Given under my hand on this the 20th day of January, 2021.

La'Shara Boddie

Notary Public

[AFFIX NOTARY SEAL]

My Commission Expires: 05/31/2021

LA'SHARA BODDIE
Notary Public
Commonwealth of Virginia
Registration No. 7524440
My Commission Expires May 31, 2021

SCHEDULE A

Legal Description of Real Property

Lot 9, according to the Final Plat of South Oak Phase 1, as recorded in Map Book 53, Page 96A & B, in the Office of the Judge of Probate of Shelby County, Alabama.

Allen S. Boyd