

20210726000360590 1/5 \$71.50
Shelby Cnty Judge of Probate, AL
07/26/2021 02:25:33 PM FILED/CERT

THIS INSTRUMENT PREPARED BY:

Metro Bank
800 Martin St S
Pell City, AL 35128-0000

AFTER RECORDING RETURN TO:

Metro Bank
800 Martin St S
Pell City, AL 35128-0000

(Space Above This Line For Recording Data)

NMLS ORIGINATOR IDENTIFIER: 441262

MODIFICATION AGREEMENT - MORTGAGE

THIS MODIFICATION AGREEMENT ("Agreement") is made this 21st day of July, 2021, between DAVID RYAN DUDCHOCK and SYDNEY ALEXIS DUDCHOCK, a married couple, whose address is 8723 BEAR CREEK RD, STERRETT, Alabama 35147 ("Mortgagor"), and Metro Bank whose address is 800 Martin St S, Pell City, Alabama 35128 ("Lender").

Metro Bank and Mortgagor entered into a Mortgage dated June 3, 2020 and RECORDED ON JUNE 16, 2020 IN INSTRUMENT NUMBER 20200616000245890, records of County of Shelby, State of Alabama ("Mortgage"). The Mortgage covers the following described real property:

Address: 8723 BEAR CREEK RD., STERRETT, Alabama 35147

Legal Description: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PERMANENT PART THEREOF.

It is the express intent of the Mortgagor and Lender to modify the terms and provisions set forth in the Mortgage. Mortgagor and Lender hereby agree to modify the Mortgage as follows:

- MORTGAGE DATED JUNE 3, 2020 NOW MODIFIED FROM \$285,000.00 TO \$310,000.00 IN THE NAMES OF DAVID RYAN DUDCHOCK AND SYDNEY ALEXIS DUDCHOCK.

Mortgagor and Lender agree that the Mortgage including such changes, modifications, and amendments as set forth herein, shall remain in full force and effect with respect to each and every term and condition thereof and nothing herein contained shall in any manner affect the lien of the Mortgage on the Property. Nothing contained herein shall in any way impair the Mortgage or the security now held for the indebtedness thereunder, or alter, waive, annul, vary, or affect any provision, term, condition, or covenant therein, except as herein provided, nor affect or impair any rights, powers, privileges, duties, or remedies under the Mortgage it being the intent of Mortgagor and Lender that the terms and provisions thereof shall continue in full force and effect, except as specifically modified herein. Nothing in this Agreement shall constitute a satisfaction of the promissory note or notes, or other credit agreement or agreements secured by the Mortgage.

Lender's consent to this Agreement does not waive Lender's right to require strict performance of the Mortgage modified above, nor obligate Lender to make any future modifications. Any guarantor or cosigner shall not be released by virtue of this Agreement.

If any Mortgagor who signed the original Mortgage does not sign this Agreement, then all Mortgagors signing below acknowledge that this Agreement is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Agreement 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.

This Agreement shall be binding upon the heirs, successors, and assigns with respect to parties hereto. Whenever used, the singular shall include the plural, the plural, the singular, and the use of any gender shall be applicable to all genders.



ORAL AGREEMENTS DISCLAIMER. This Agreement represents 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.

By signing below, Mortgagor and Lender acknowledge that they have read all the provisions contained in this Agreement, and that they accept and agree to its terms.

David Ryan Dudchock 7/21/2021
DAVID RYAN DUDCHOCK Date

Sydney Alexis Dudchock 7/21/21
SYDNEY ALEXIS DUDCHOCK Date

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF ST. CLAIR)

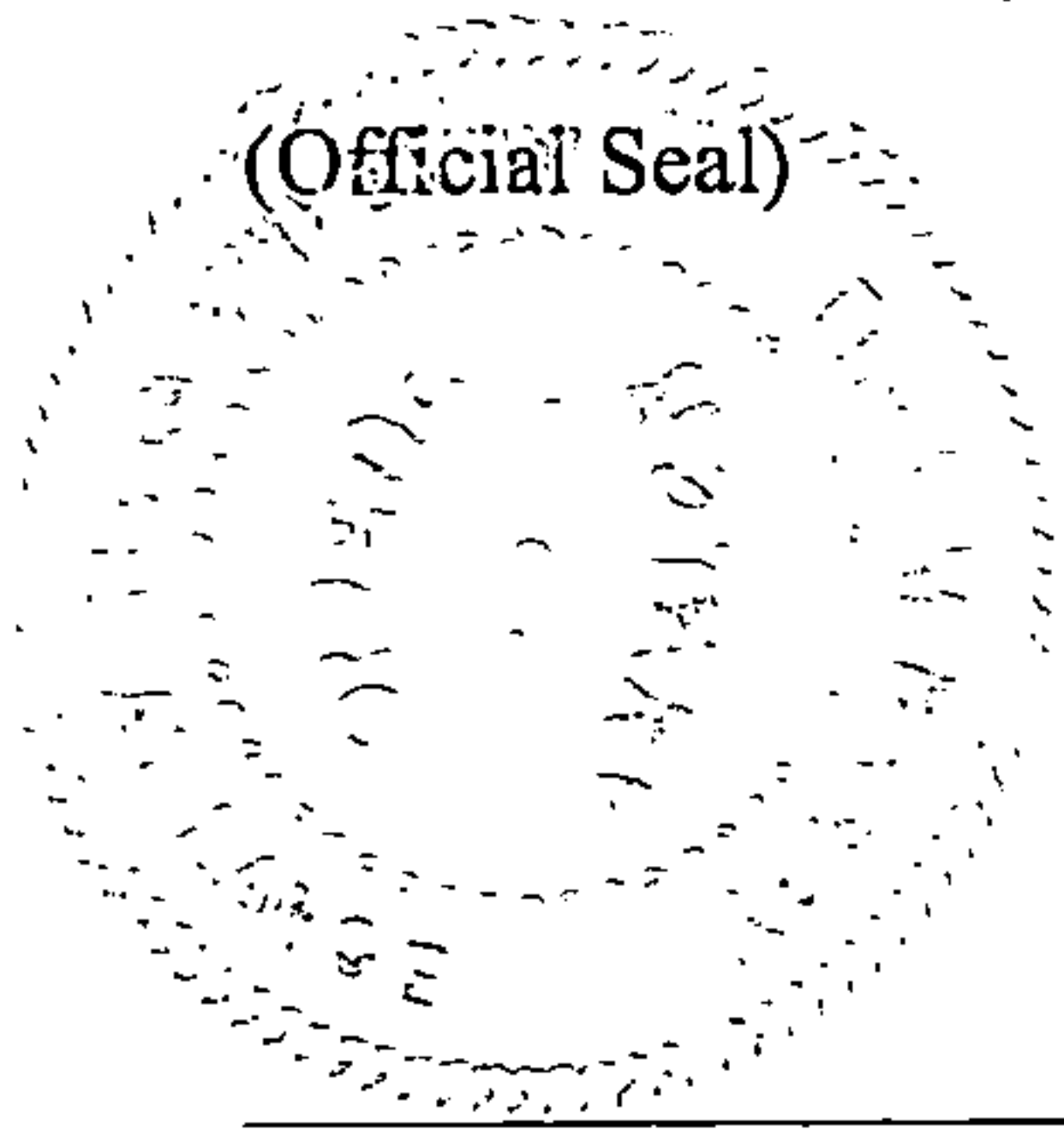
I, THE UNDERSIGNED AUTHORITY, a NOTARY PUBLIC, do hereby certify that DAVID RYAN DUDCHOCK, A married person, whose name is signed to the foregoing and who is known to me, acknowledged before me on this day that, being informed of the contents of the Security Instrument, he/she executed the same, voluntarily, on the day the same bears date. Given under my hand this 21st day of July, 2021.

My commission expires:

My Commission Expires: November 6, 2022

[Signature]
THE UNDERSIGNED AUTHORITY
NOTARY PUBLIC
Identification Number

(Official Seal)





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INDIVIDUAL ACKNOWLEDGMENT

STATE OF ALABAMA)

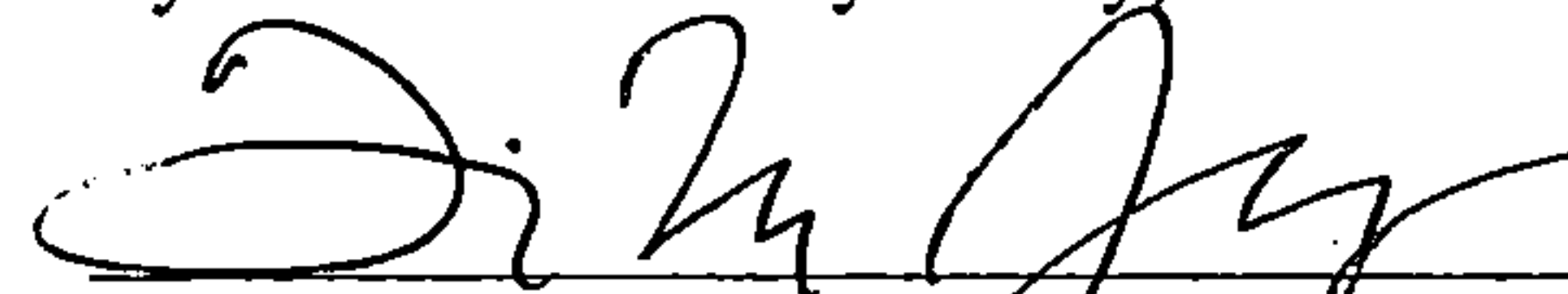
COUNTY OF ST. CLAIR)

I, THE UNDERSIGNED AUTHORITY, a NOTARY PUBLIC, do hereby certify that SYDNEY ALEXIS DUDCHOCK, A married person, whose name is signed to the foregoing and who is known to me, acknowledged before me on this day that, being informed of the contents of the Security Instrument, he/she executed the same, voluntarily, on the day the same bears date. Given under my hand this 21st day of July, 2021.

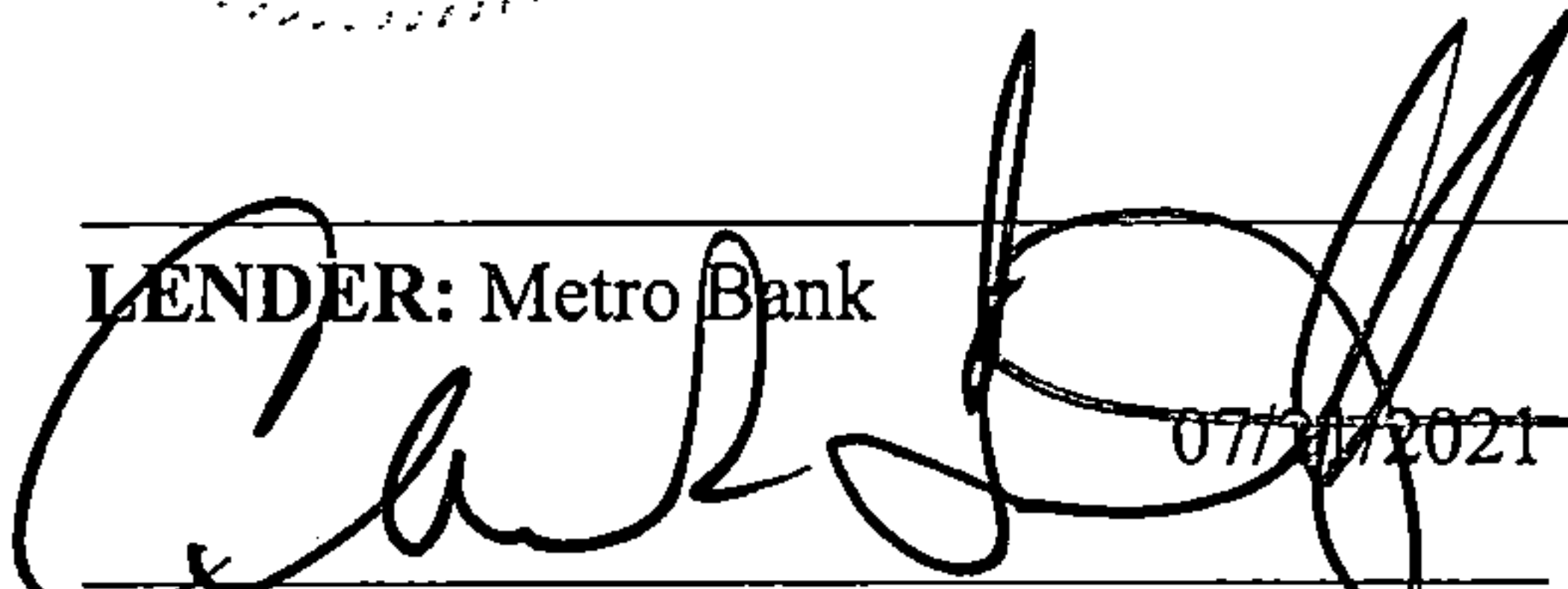
My commission expires:

My Commission Expires: November 6, 2022

(Official Seal)


THE UNDERSIGNED AUTHORITY
NOTARY PUBLIC
Identification Number

LENDER: Metro Bank



By: Chuck Truitt
Its: Vice President

07/20/2021

Date



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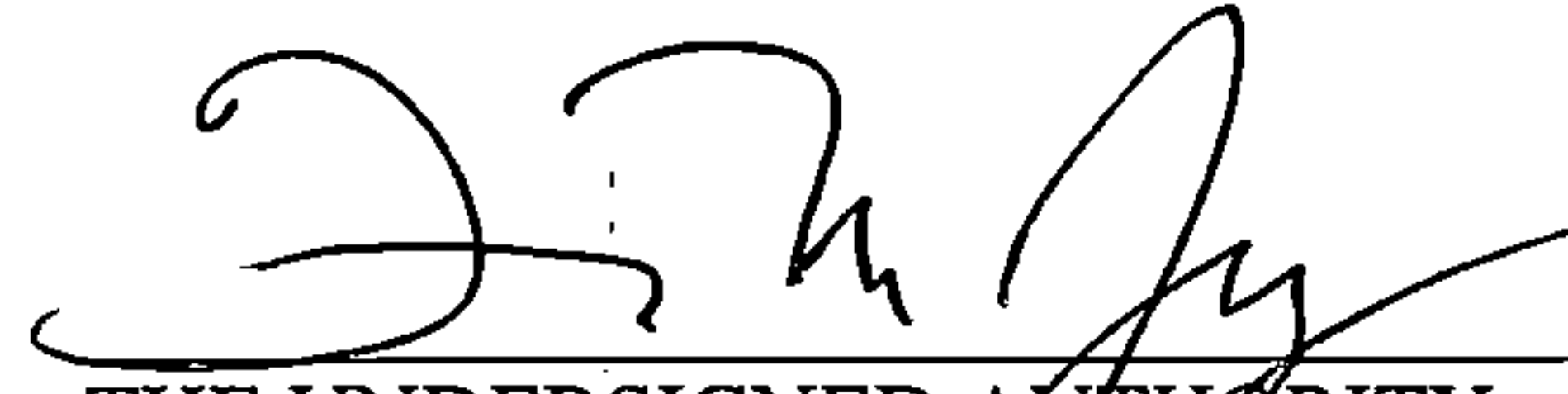
BUSINESS ACKNOWLEDGMENT

STATE OF ALABAMA)
COUNTY OF ST. CLAIR)

I, THE UNDERSIGNED AUTHORITY, NOTARY PUBLIC in and for said County and in said State, hereby certify that Chuck Truitt, Vice President of Metro Bank, a(n) Alabama State Member Bank, 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 the instrument, he or she, in his or her official capacity and with full authority, executed the same voluntarily for and as the act of said State Member Bank.

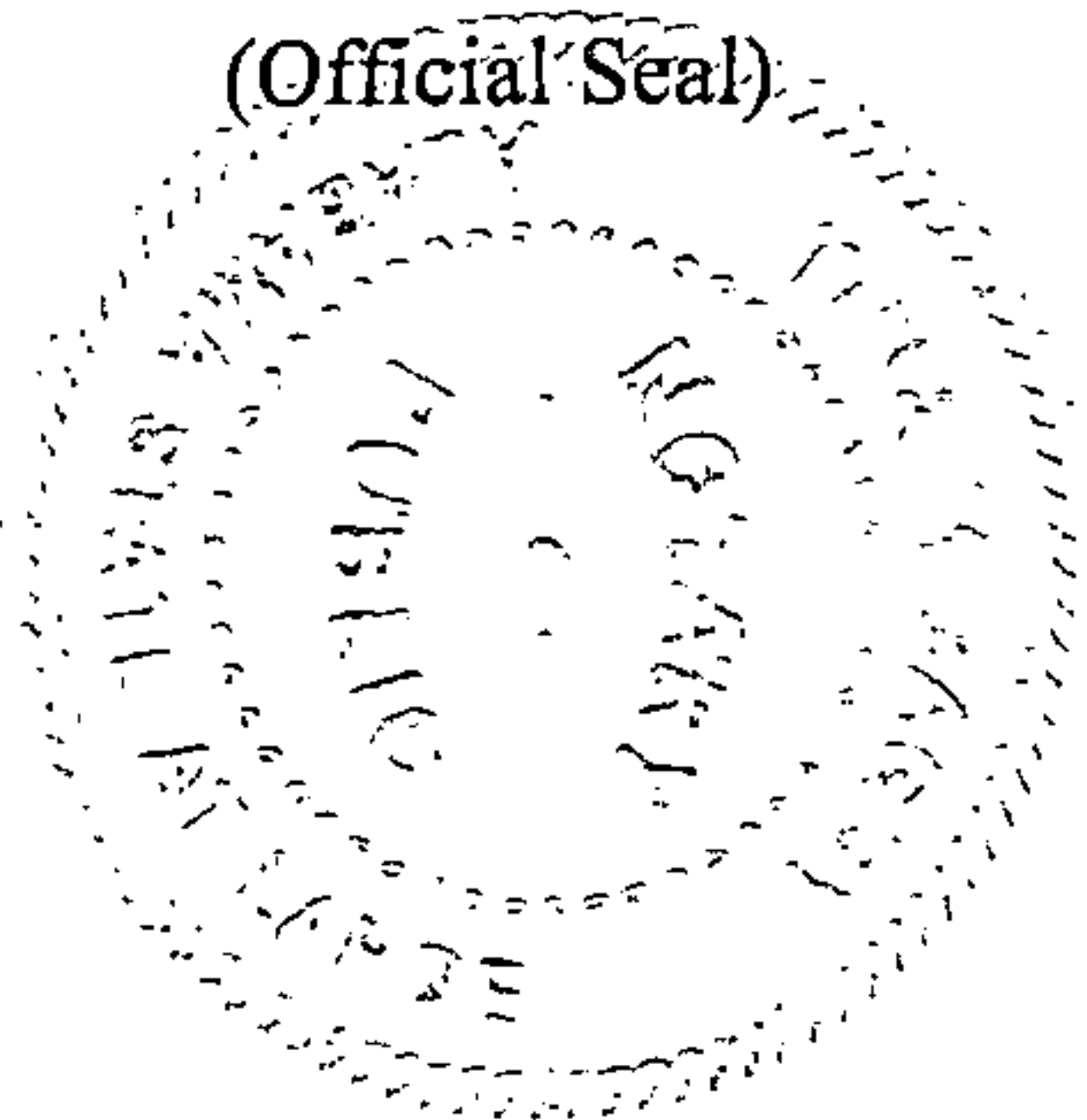
Given under my hand this the 21st day of July, 2021.

My commission expires:


THE UNDERSIGNED AUTHORITY
NOTARY PUBLIC

My Commission Expires: November 6, 2022

(Official Seal)





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EXHIBIT A

A parcel located in the Northeast 1/4 of the Northeast 1/4 of Section 29, Township 18 South, Range 1 East, Shelby County, Alabama, more particularly described as follows: Commence at a 1" pipe in place being the Northeast corner of Section 29, Township 18 South, Range 1 East, Shelby County, Alabama; thence proceed South 00°15'21" West along the East boundary of said quarter-quarter section for a distance of 480.62 feet to a point on the Northwestern right of way of Shelby County Road No. 43; thence proceed South 38°18'10" West along the Northwestern right of way of said road for a distance of 500.56 feet to a 1/2" rebar in place (PLS No. 10549), said point being the point of beginning. From this beginning point proceed South 37°51'05" West along the Northwestern right of way of said road for a distance of 817.03 feet to a 1-1/2" capped pipe in place; thence proceed North 02°42'16" West for a distance of 559.83 feet to a 1-1/2" capped pipe in place; thence proceed North 43°52'55" East for a distance of 80.32 feet (set 1/2" rebar); thence proceed North 53°19'10" East for a distance of 81.14 feet (set 1/2" rebar); thence proceed North 56°25'56" East for a distance of 142.65 feet to a 1" open top pipe in place; thence proceed North 59°18'09" East for a distance of 92.22 feet (set 1/2" rebar); thence proceed South 53°14'17" East for a distance of 261.29 feet to the point of beginning.

Signed for identification.

David Ryan Dudchock 7/21/2021
David Ryan Dudchock Date

Sydney Alexis Dudchock 7/21/21
Sydney Alexis Dudchock Date