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**RECORDATION REQUESTED BY:**

Community Bank of Mississippi  
Birmingham Shades Creek Parkway Office  
323 East Third Street  
Forest, MS 39074



20220124000032530 1/4 \$782.00  
Shelby Cnty Judge of Probate, AL  
01/24/2022 12:23:41 PM FILED/CERT

**WHEN RECORDED MAIL TO:**

Community Bank of Mississippi  
P.O. Box 2019  
Brandon, MS 39043

**SEND TAX NOTICES TO:**

Community Bank of Mississippi  
325 Maxey Drive  
Brandon, MS 39042

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



## MODIFICATION OF MORTGAGE

Notice: The original principal amount available under the Note (as defined below), which was \$500,000.00 (on which any required taxes already have been paid), now is increased by an additional \$500,000.00.

THIS MODIFICATION OF MORTGAGE dated December 28, 2021, is made and executed between Len B. Shannon, III as Trustee for the Len B. Shannon, III Revocable Living Trust, for the benefit of Len B. Shannon, III, an unmarried man, whose address is 230 Swann Drive, Birmingham, AL 35242-3609 (referred to below as "Grantor") and Community Bank of Mississippi, whose address is 323 East Third Street, Forest, MS 39074 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated April 26, 2021 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

recorded on 05/13/2021, Instrument 20210513000237640, Shelby County, AL.

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 230 Swann Drive, Birmingham, AL 35242.

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

to increase principal indebtedness from \$500,000.00 to \$1,000,000.00.

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)

Loan No: 80576486

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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 DECEMBER 28, 2021.

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:

LEN B. SHANNON, III AS TRUSTEE FOR THE LEN B. SHANNON, III REVOCABLE LIVING TRUST

By: [Signature] (Seal)  
Len B. Shannon, III, Trustee of Len B. Shannon, III as  
Trustee for the Len B. Shannon, III Revocable Living  
Trust

LENDER:

COMMUNITY BANK OF MISSISSIPPI

[Signature] (Seal)  
Authorized Signer

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Shelby Cnty Judge of Probate, AL  
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This Modification of Mortgage prepared by:

Name: Lynne Kenna  
Address: 323 East Third Street  
City, State, ZIP: Forest, MS 39074

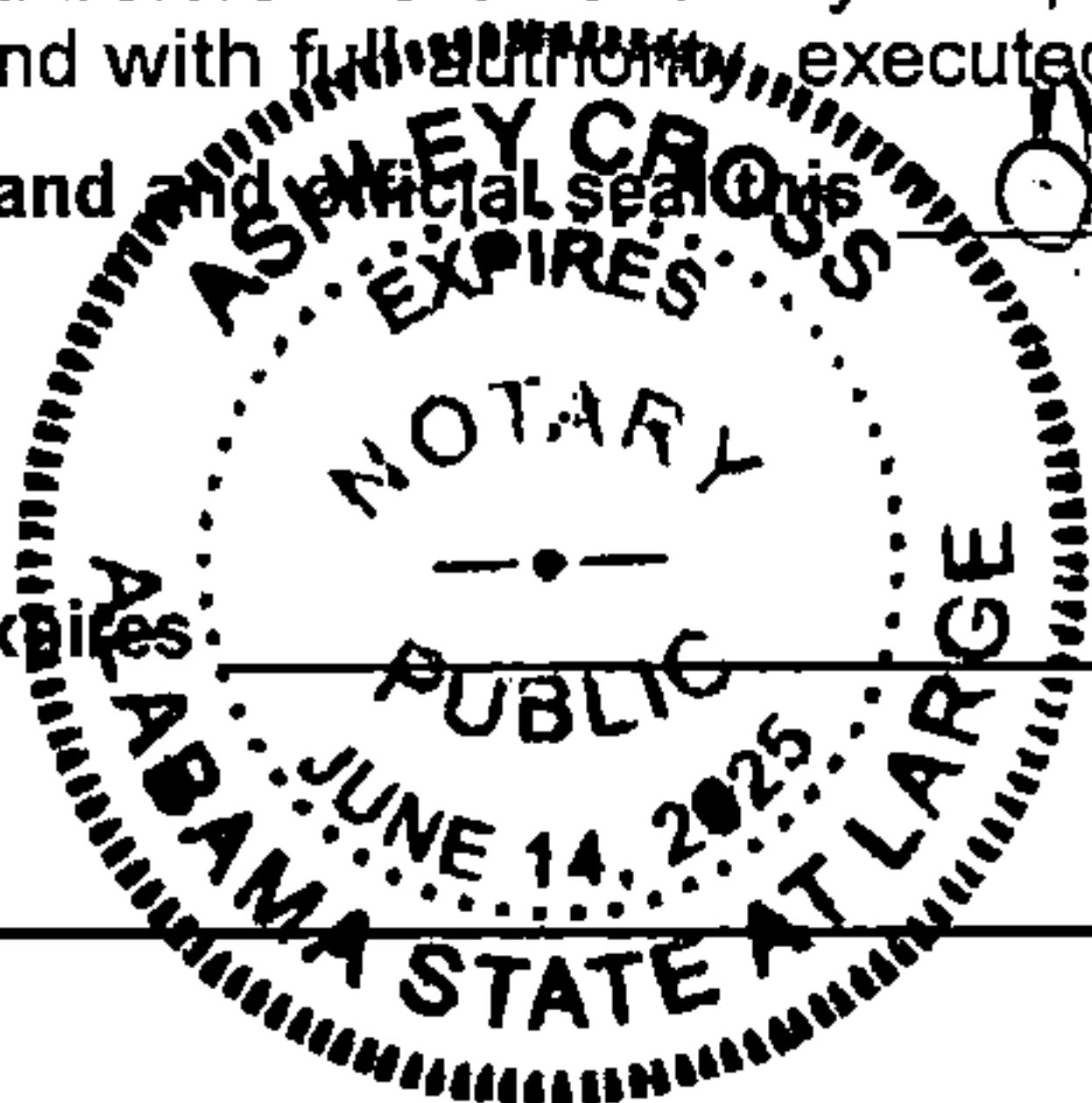
TRUST ACKNOWLEDGMENT

STATE OF Alabama )  
COUNTY OF Shelby ) SS  
)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Len B Shannon, III, Trustee of Len B. Shannon, III as Trustee for the Len B. Shannon, III Revocable Living Trust, a trust, 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 of Mortgage, he or she, as such authorized trustee or agent and with full authority, executed the same voluntarily for and as the act of said trust.

Given under my hand and official seal this 28th day of December, 2021.

My commission expires



[Signature]  
Notary Public

MODIFICATION OF MORTGAGE  
(Continued)

Loan No: 80576486

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LENDER ACKNOWLEDGMENT

STATE OF

Alabama

COUNTY OF

Shelby

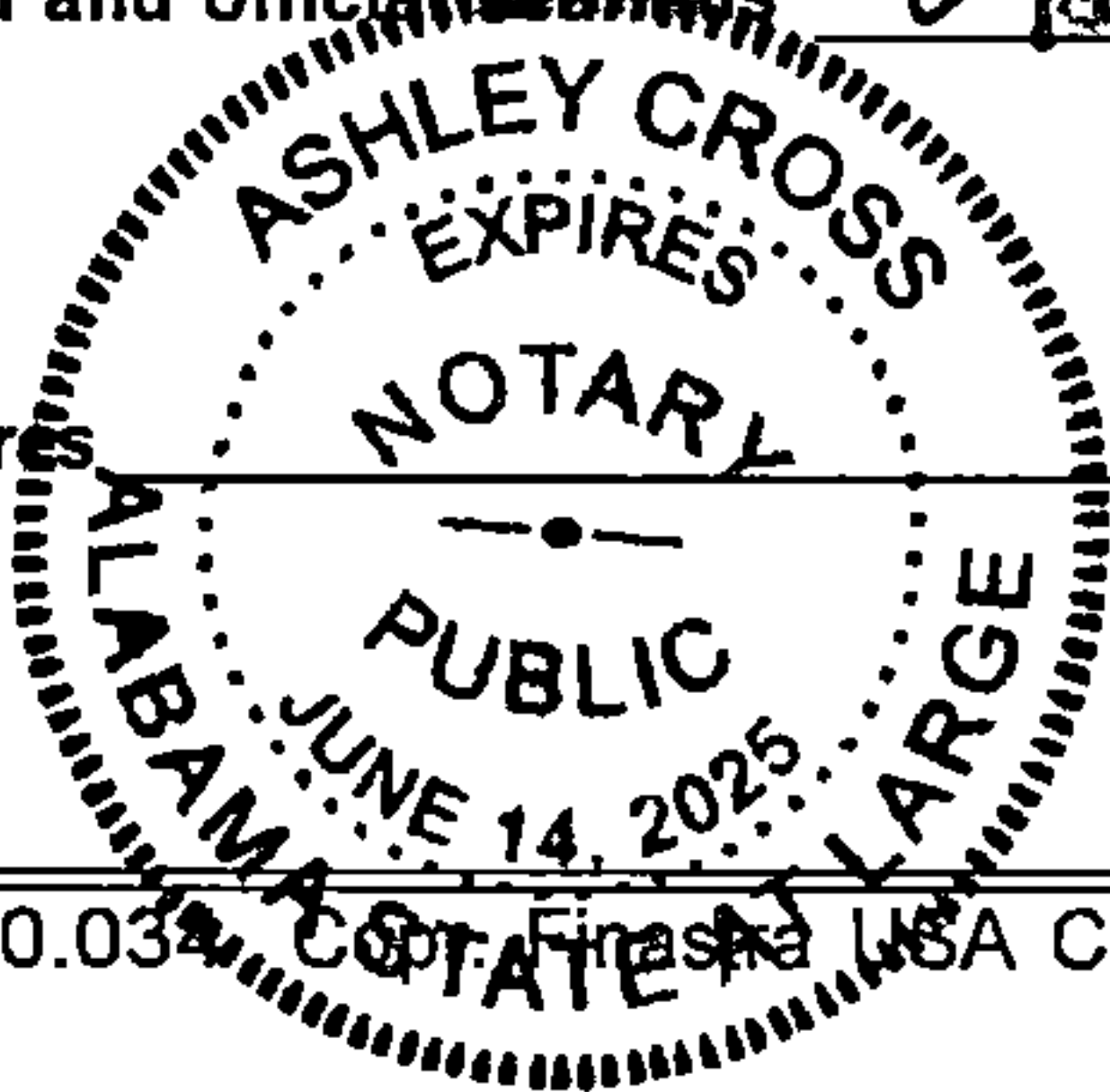


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I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Yum Dunnavent  
whose name as Assistant Vice President of Community Bank of Mississippi is signed to the foregoing Modification and who is  
known 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 Assistant Vice President of Community Bank of Mississippi, executed the same voluntarily on the day same  
bears date.

Given under my hand and official seal this 28th day of December, 2021.

My commission expires



Ashley Cross  
Notary Public





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Attached to and forming part of Modification Mortgage in the name of Len B. Shannon, III as Trustee for the Len B. Shannon, III Revocable Living Trust, for the benefit of Len B. Shannon, III, an unmarried man.

Exhibit "A"

Commence at the NE corner of the NW 1/4 of the NW 1/4 of Section 23, Township 19 South, Range 2 West, Shelby County, Alabama and run South 09°12'29" East along the East line of said 1/4-1/4 Section a distance of 482.69 feet to a found steel rebar corner and the point of beginning of the property, thence continue along last described course a distance of 128.74 feet to a found capped steel rebar corner, thence turn North 79°19'57" West a distance of 205.81 feet to a point, thence run South 23°14'20" West a distance of 235.39 feet to a point; thence North 77°45'40" West a distance of 169.44 feet to a point; thence run South 23°14'20" West a distance of 270.00 feet to a point; thence run South 06°11'35" West a distance of 188.62 feet to a point; thence run North 70°39'25" West a distance of 98.32 feet to a point; thence run South 22°01'42" West a distance of 159.76 feet to a point; thence run North 46°15'07" West a distance of 305.30 feet to a found one inch open top pipe corner, thence run North 29°59'11" East a distance of 1032.59 feet to a found one inch open top pipe corner, thence run South 43°03'44" East a distance of 146.22 feet to a found one inch open top corner, thence run South 41°20'25" East a distance of 341.69 feet; thence run North 64°53'29" East for 90.14 feet; thence run North 41°54'48" East for 55.32 feet to the point of beginning.

Also Easement.

Commence at the NE corner of the NW 1/4 of the NW 1/4 of Section 23, Township 19 South, Range 2 West; thence

run South 0°02'52" West along the East line of said 1/4-1/4 for 102.51 feet to a point in the centerline of Swann Road: said point being the point of beginning of a 15 foot easement for ingress, egress and utilities lying 15 feet on the West side of the following described line; thence continue South 0°02'52" East along said 1/4-1/4 line and East side of said easement for 508.92 feet to the end of said easement. Situated in Shelby County, Alabama.

Signed for Identification:

By: Len B. Shannon, III as Trustee  
for the Len B. Shannon, III Revocable Living Trust

12/28/21  
Date