

**RECORDATION REQUESTED BY:**

Bryant Bank  
Cahaba Village  
2700 Cahaba Village  
Mountain Brook, AL 35243

**WHEN RECORDED MAIL TO:**

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

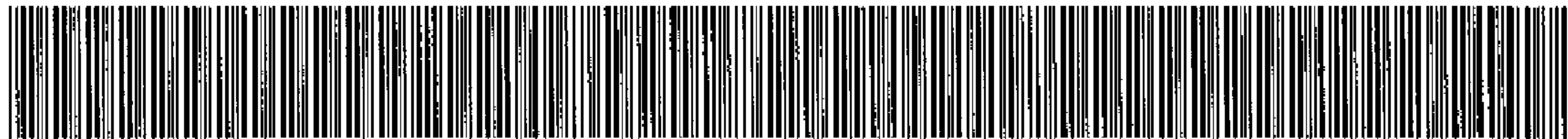
**SEND TAX NOTICES TO:**

Matthew Roger DiGiovanna  
Brandy DiGiovanna  
20 Breland Street  
Wilsonville, AL 35186

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



**MODIFICATION OF MORTGAGE**



\*#####%0740%05052022%#####\*

**Notice:** The original principal amount available under the Note (as defined below), which was \$20,000.00 (on which any required taxes already have been paid), now is increased by an additional \$47,000.00.

**THIS MODIFICATION OF MORTGAGE** dated May 5, 2022, is made and executed between Matthew Roger DiGiovanna and Brandy DiGiovanna, husband and wife (referred to below as "Grantor") and Bryant Bank, whose address is 2700 Cahaba Village, Mountain Brook, AL 35243 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated August 18, 2021 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded on 08/25/2021 in the Shelby County, Alabama Judge of Probate Office with Instrument No. 20210825000414730.

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

Lot 25A, according to the Resurvey of Lot 23, 24, 25 & 26, Mitchell Subdivision, as recorded in Map Book 34, Page 63, in the Probate Office of Shelby County, Alabama.

Matthew DiGiovanna a/k/a Matthew Roger DiGiovanna

The Real Property or its address is commonly known as 20 Breland Street, Wilsonville, AL 35186.

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

The purpose of this modification is to increase the mortgage amount to \$67,000.00.

**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 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.

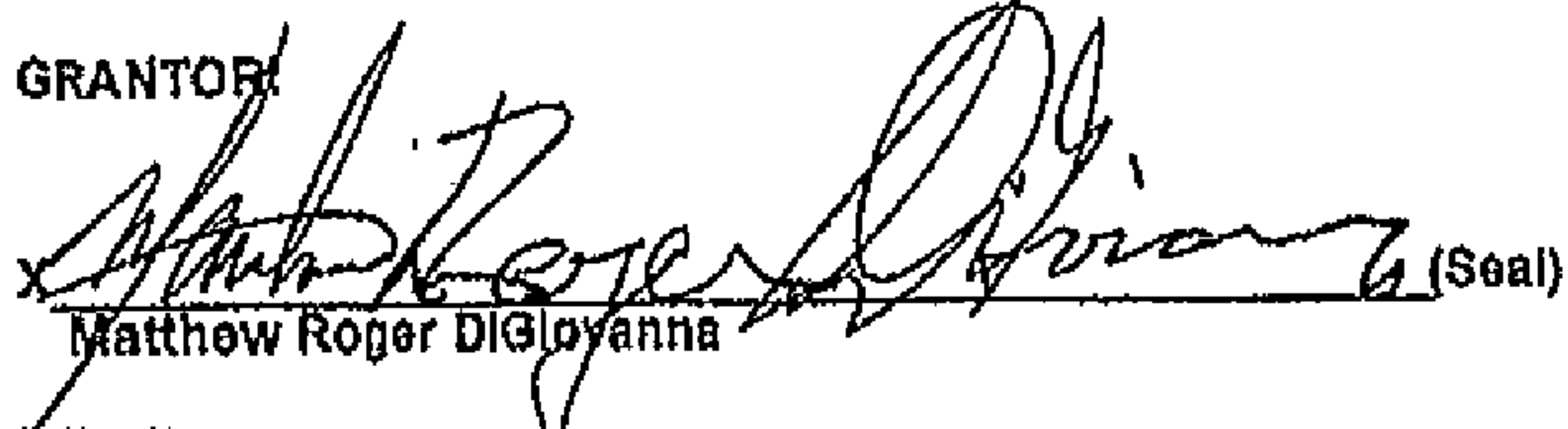
MODIFICATION OF MORTGAGE  
(Continued)

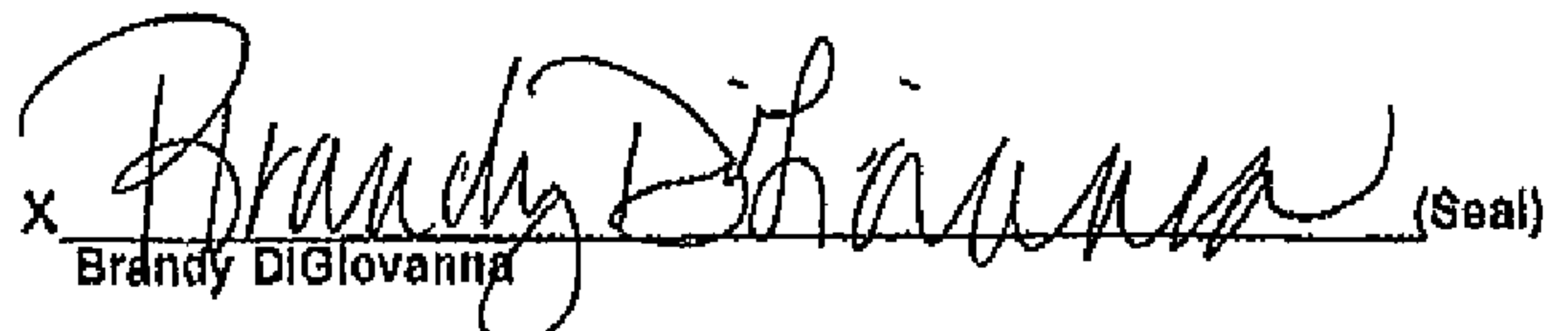
Page 2

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED MAY 5, 2022.

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.

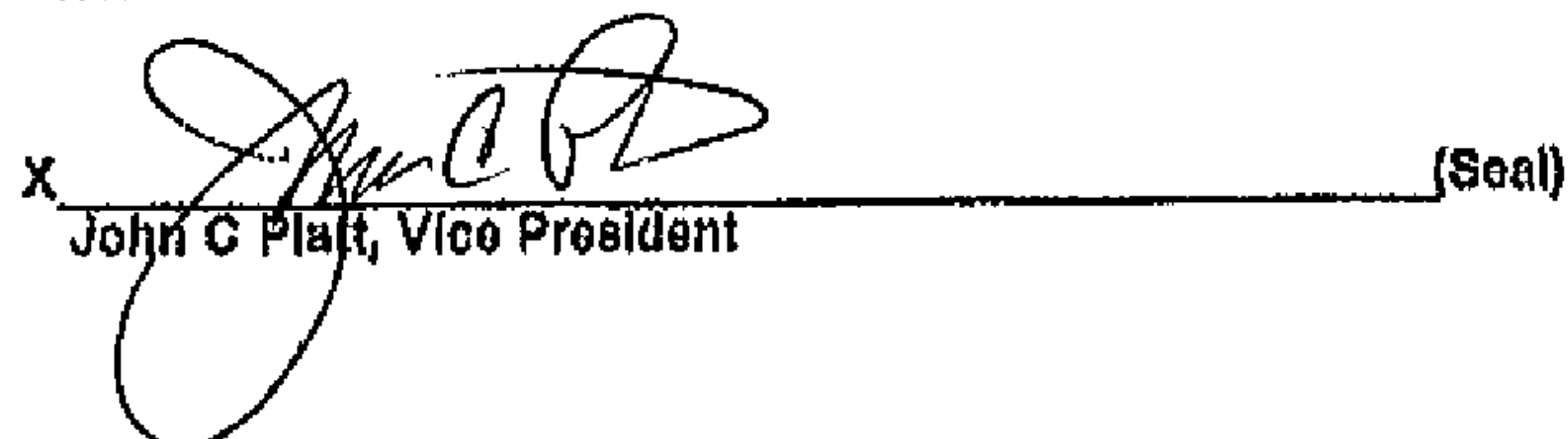
GRANTOR:

X  (Seal)  
Matthew Roger DiGiovanna

X  (Seal)  
Brandy DiGiovanna

LENDER:

BRYANT BANK

X  (Seal)  
John C Platt, Vice President

This Modification of Mortgage prepared by:

Name: LaKendra Jones  
Address: 2700 Cahaba Village  
City, State, ZIP: Mountain Brook, AL 35243

INDIVIDUAL ACKNOWLEDGMENT

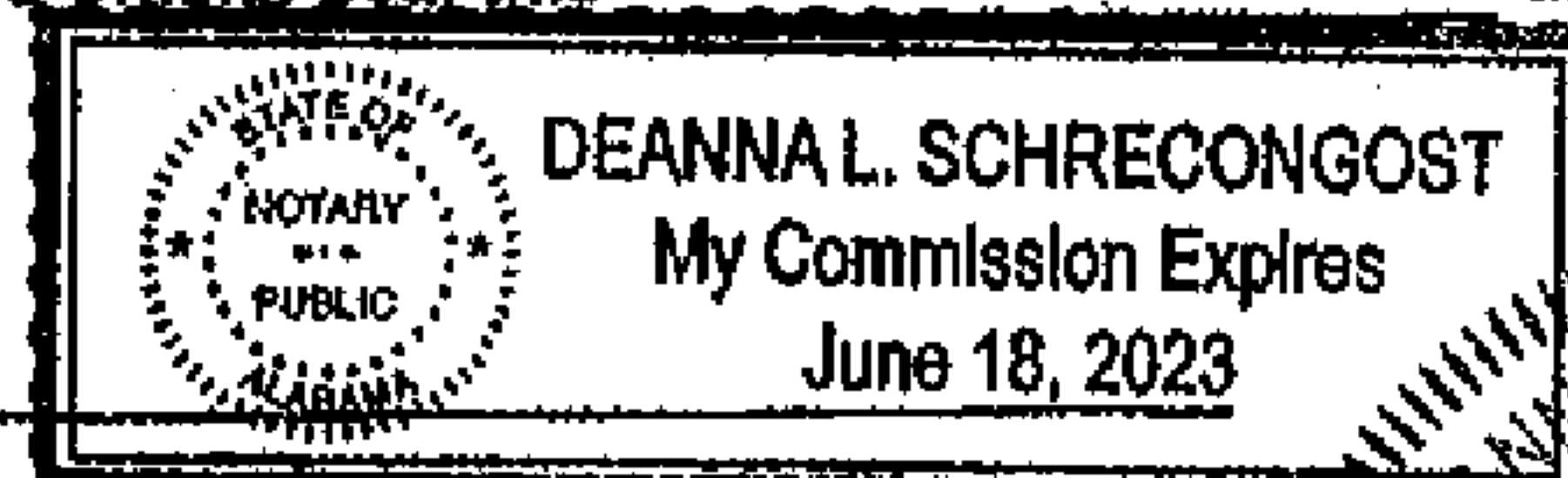
STATE OF Alabama )  
COUNTY OF Jefferson ) ss

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Matthew Roger DiGiovanna and Brandy DiGiovanna, 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.

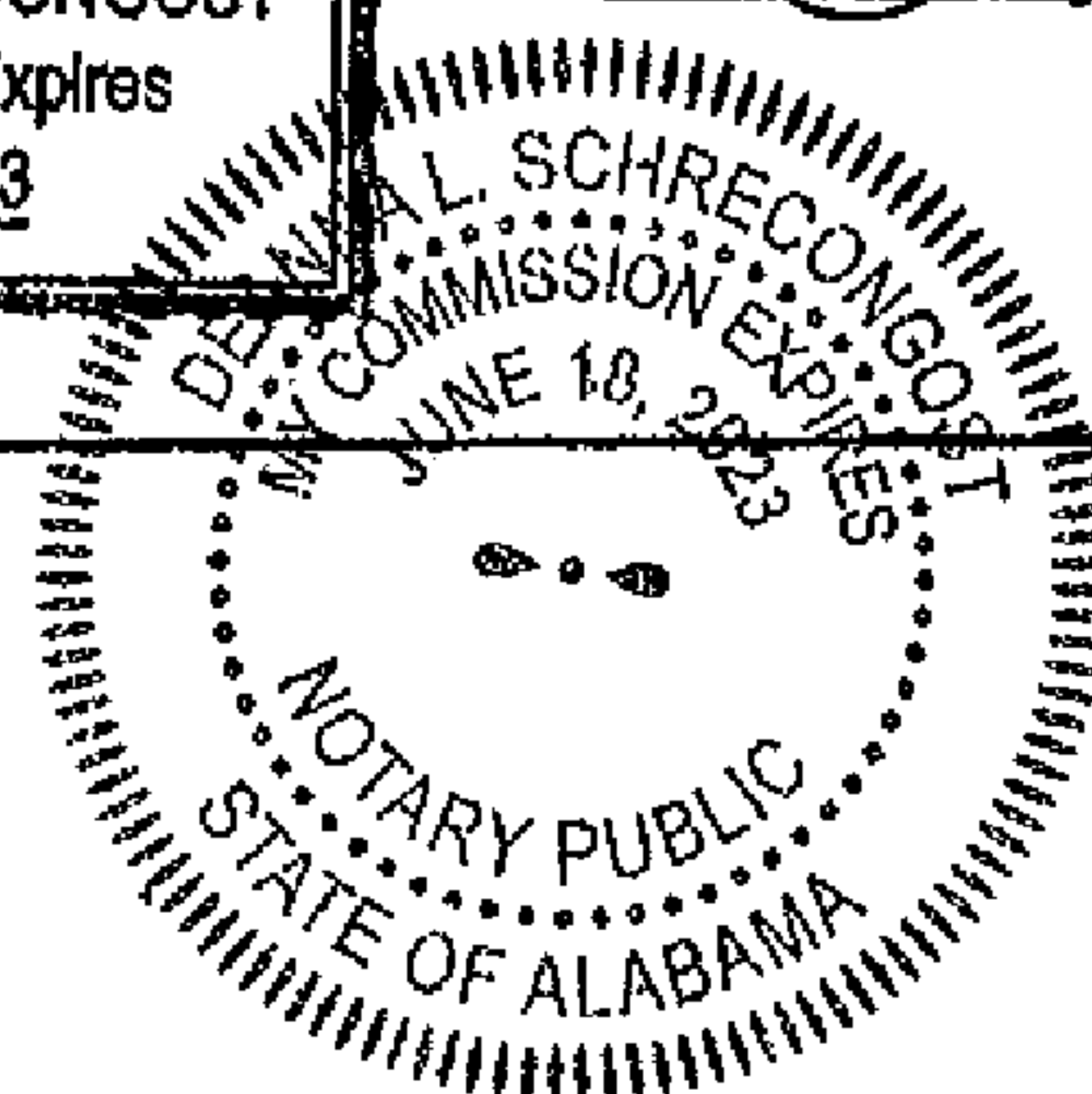
Given under my hand and official seal this

day of

20



My commission expires



  
Notary Public

MODIFICATION OF MORTGAGE  
(Continued)

Page 3

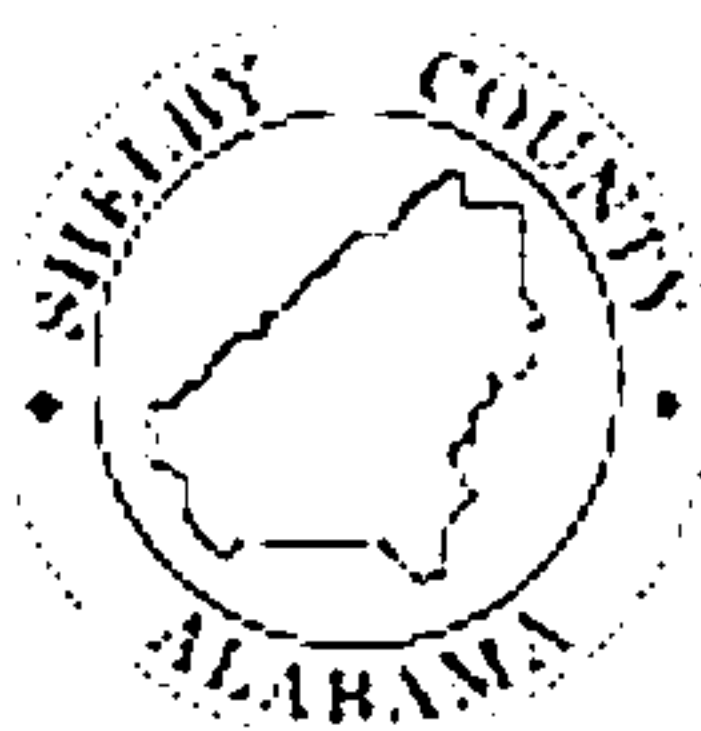
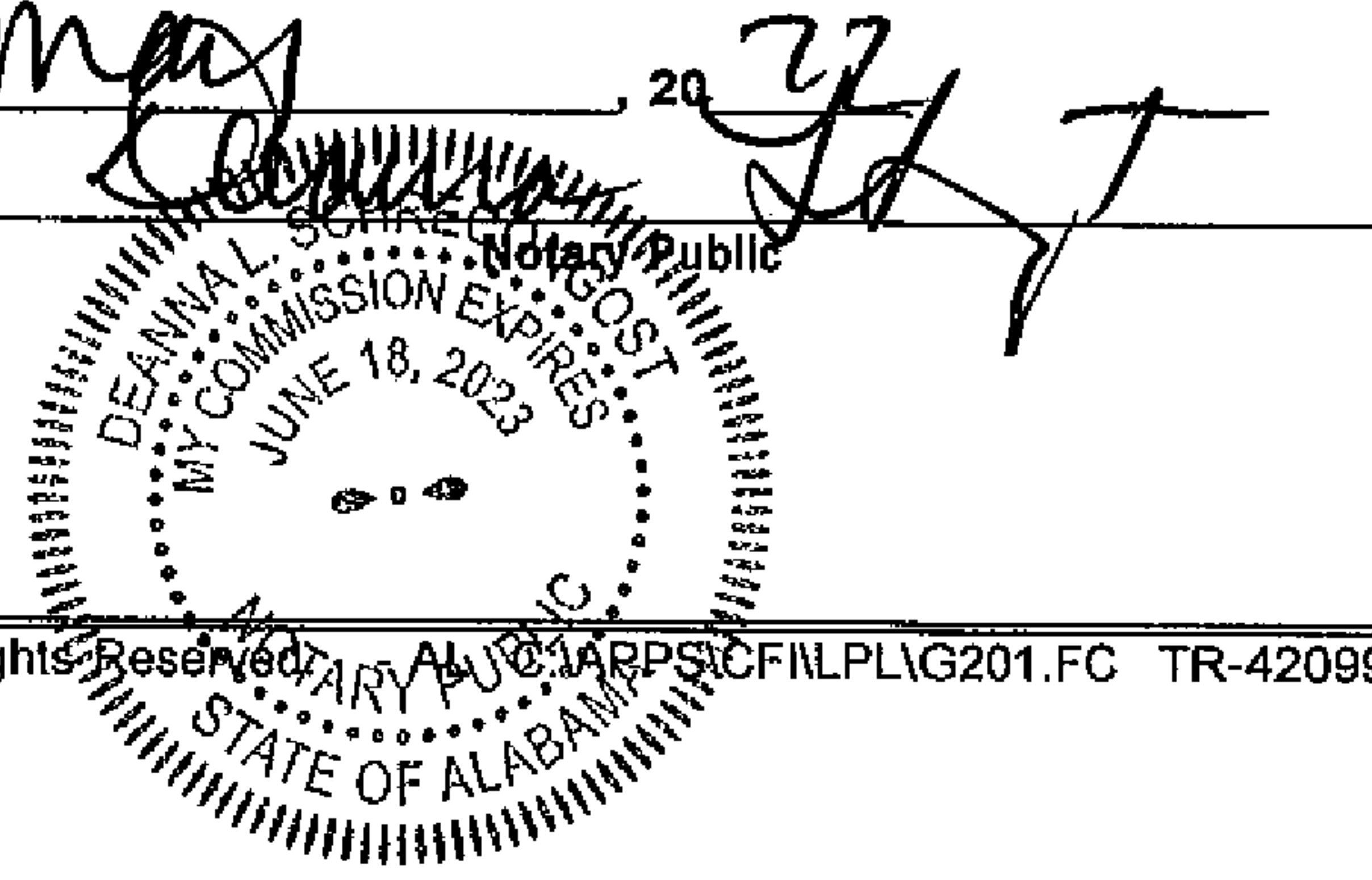
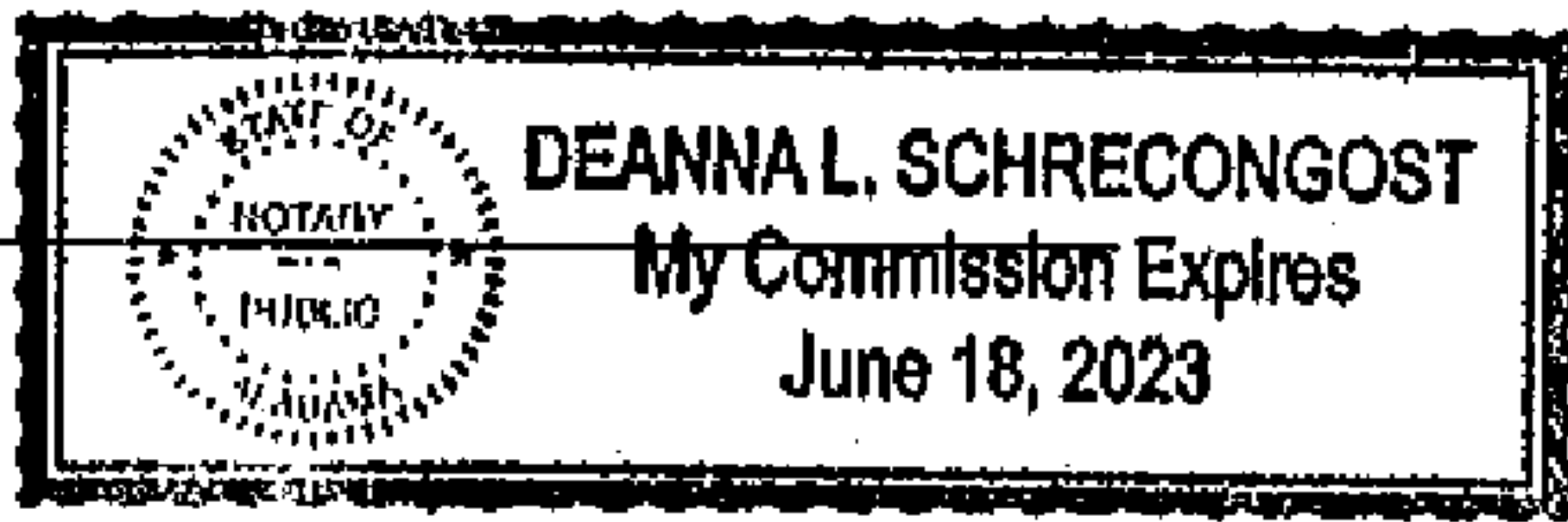
LENDER ACKNOWLEDGMENT

STATE OF Alabama )  
COUNTY OF Jefferson ) SS  
)

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 5th day of May, 2022

My commission expires



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
06/06/2022 08:49:29 AM  
\$98.50 JOANN  
20220606000224970

Allen S. Bayl