

20221017000391170 1/3 \$86.00 Shelby Cnty Judge of Probate, AL 10/17/2022 10:23:37 AM FILED/CERT

Return To: Regions Bank Collateral Management 2050 Parkway Office Circle Birmingham, AL 35244

## Modification of Mortgage

With Future Advance Clause

The date of this Mortgage ("Security Instrument") is April 8, 2022.

When Recorded Return To:

Indecomm Global Services

Mortgagor

WESLEY A SEALE AKA WESLEY ADAM SEALE, Husband and TIFFANY SEALE, Wife;

119 FAWN MEADOWS LN

WILSONVILLE, AL 35186-7926

Lender

1427 Energy Park Drive

Regions Bank St. Paul, MN 55108

Organized and existing under the laws of the state of

Alabama

2050 Parkway Office Circle

Birmingham, AL 35244

**Date:** April 8, 2022

Loan Number: 0012083910

82251104

**Background.** Mortgagor and Lender entered into a Security Instrument dated October 25, 2018 and recorded on November 7, 2018 2:43:58 PM Instrument #20181107000395020. The Security Instrument was recorded in the records of SHELBY County, Alabama at SHELBY CNTY JUDGE OF PROBATE, AL. The property is located in SHELBY County at 119 FAWN MEADOWS LN, WILSONVILLE, AL 35186-7926.

Described as: THE FOLLOWING LANDS AND PROPERTY, TOGETHER WITH ALL IMPROVEMENTS LOCATED THEREON, LYING IN WILSONVILLE, SHELBY COUNTY, AL TO WIT:LOT 4, ACCORDING TO THE SURVEY OF FAWN MEADOWS, AS RECORDED IN MAP BOOK 21, PAGE 130, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.SITUATED IN SHELBY COUNTY, ALABAMA.THIS BEING THE SAME PROPERTY CONVEYED TO WESLEY ADAM SEALE, DATED 11/18/2005 AND RECORDED

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ON 11/30/2005 IN INSTRUMENT NO. 20051130000620050, IN THE SHELBY COUNTY RECORDERS OFFICE.PARCEL NO. 20 1 11 0 000 003.012

**Modification.** For value received, Mortgagor and Lender agree to modify the original Security Instrument. Mortgagor and Lender agree that this Modification continues the effectiveness of the original Security Instrument. The Security Instrument was given to secure the original debts and obligations (whether identified as Secured Debts, Sums Secured, or otherwise) that now have been modified. Together with this Modification, the Security Instrument now secures the following debts and all extensions, renewals, refinancings, modifications and replacements.

A credit agreement between Lender and WESLEY A SEALE (the "Borrower") dated April 8, 2022 as modified by the loan modification agreement signed by Borrower and dated the same date as this Modification (the "Loan Modification Agreement"). Under the Loan Modification Agreement, the Lender agrees, subject to certain terms, conditions and limitations, to make advances to the Borrower in a principal amount outstanding not to exceed One hundred thousand and 00/100 Dollars (U.S. \$100,000.00) plus interest. Borrower has promised to pay this debt in regular periodic payments and to pay the debt in full not later than October 25, 2048.

Maximum Obligation Limit. The total principal amount secured by the Security Instrument at any one time will not exceed \$100,000.00 ⋈ which is a \$38,000.00 ⋈ increase □ decrease in the total principal amount secured. This limitation of amount does not include interest and other fees and charges validly made pursuant to the Security Instrument. Also, this limitation does not apply to advances made under the terms of the Security Instrument to protect Lender's security and to perform any of the covenants contained in the Security Instrument.

Warranty of Title. Mortgagor warrants that Mortgagor is or will be lawfully seized of the estate conveyed by the Security Instrument and has the right to grant, bargain, convey, sell, and mortgage the property. Mortgagor also warrants that such same property is unencumbered, except for encumbrances of record.

**Continuation of Terms.** Except as specifically amended in this Modification, all terms of the Security Instrument remain in effect.

Subordination, Partial Release and Other Modification Requests. From time to time, Grantor or Borrower may request that we subordinate the lien of this Mortgage to another lien, release part of the Property from the lien of this Mortgage, or agree to some other modification of this Mortgage or the Credit Agreement or any Related Document. We are not obligated to agree to any such request. We may, in our sole discretion, impose conditions on our agreement to any such request. Such conditions may include, without limitation, imposing a fee or increasing the interest rate under the Credit Agreement, or both.

**Signatures.** By signing under seal below, Mortgagor agrees to the terms and covenants contained in this Modification. Mortgagor also acknowledges receipt of a copy of the Modification.

Signed, sealed and delivered:

Mortgagor

SLEY A SEALE

Date Seal TIFFANYSEALE

**Date** Seal

Lender

Regions Bank

WESLEY A SEALE
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Acknowledgment a notary public, hereby certify that WESLEY A SEALE whose name(s) is/ are signed to the foregoing instrument, and who is/are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she/they executed the same voluntarily on the day the same bears date. Given under my hand My commission expires: 08/12/25 Acknowledgment a notary public, hereby certify that TIFFANY SEALE whose name(s) is/ are signed to the foregoing instrument, and who is/are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she/they executed the same voluntarily on the day the same bears date. Given under my hand  $\subseteq$ My commission expires:

This Document Prepared By: Ebony M. Jones

2050 Parkway Office Circle

Hoover, AL 35244



\*U08120504\*

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