

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:

Cathy F Milazzo
Christopher Michael Milazzo
122 North Lake Drive
Birmingham, AL 35242-0000

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



MODIFICATION OF MORTGAGE



#####%0740%04082024%#####

Notice: The original principal amount available under the Note (as defined below), which was \$175,000.00 (on which any required taxes already have been paid), now is increased by an additional \$75,000.00.

THIS MODIFICATION OF MORTGAGE dated April 8, 2024, is made and executed between Cathy F Milazzo and Christopher Michael Milazzo, wife and husband (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 October 18, 2023 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded on 10/23/2023 by Inst# 20231023000311600 in the Office of the Judge of Probate of Shelby County, AL.

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

Lot 47, according to the Survey of First Amended Plat of Greystone Farms North, Phase I, as recorded in Map Book 23, Page 57, in the Probate Office of Shelby County, Alabama.

Christopher Michael Milazzo a/k/a Chris M Milazzo

The Real Property or its address is commonly known as 122 North Lake Drive, Birmingham, AL 35242-0000.

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

The purpose of this modification is to increase the mortgage amount to \$250,000.00.

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 endorers 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)**

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LENDER ACKNOWLEDGMENT

STATE OF Alabama

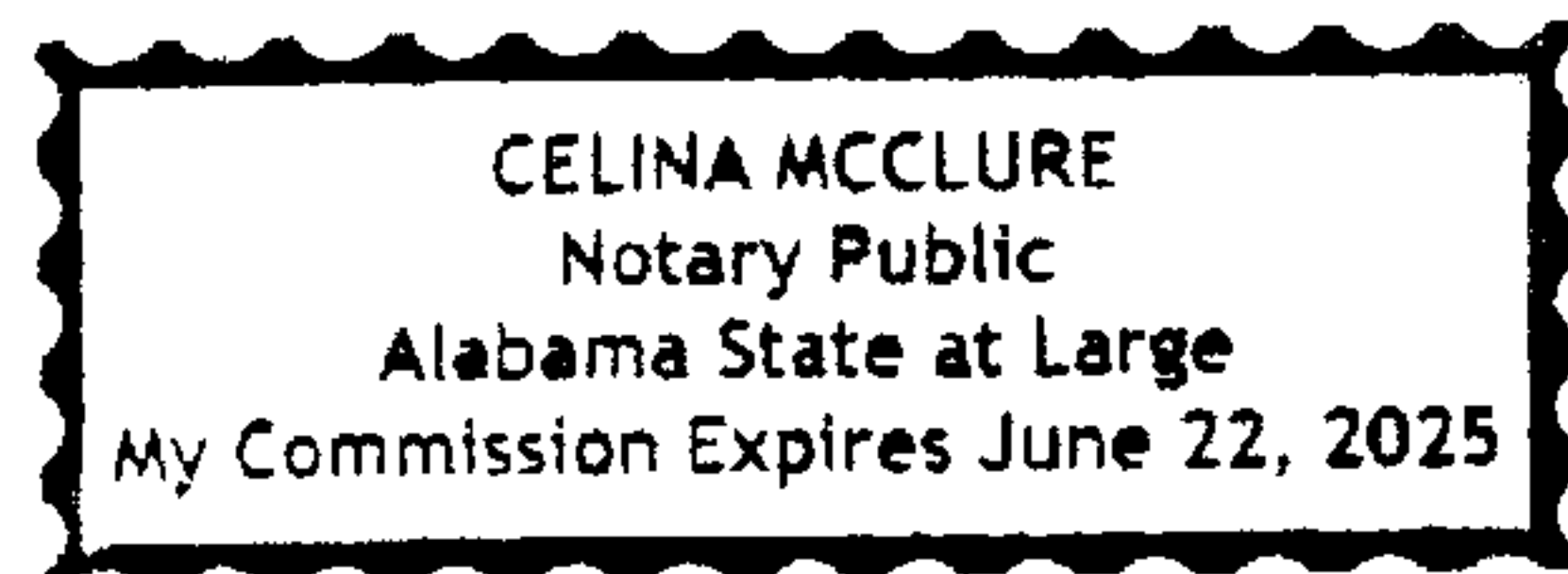
COUNTY OF Shelby

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) SS
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I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **Clint Calvert** 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 8th day of April, 2024
Celina McClure
Notary Public

My commission expires June 22, 2025





Filed and Recorded
 Official Public Records
 Judge of Probate, Shelby County Alabama, County
 Clerk
 Shelby County, AL
 04/16/2024 08:36:51 AM
 \$141.50 PAYGE
 20240416000109710

Allen S. Byrd

**MODIFICATION OF MORTGAGE
 (Continued)**

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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 APRIL 8, 2024.

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 *Cathy F Milazzo* (Seal)
 Cathy F Milazzo

X *Christopher Michael Milazzo* (Seal)
 Christopher Michael Milazzo

LENDER:

BRYANT BANK

X *Clint Calvert* (Seal)
 Clint Calvert, 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)
) SS
 COUNTY OF Shelby)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **Cathy F Milazzo and Christopher Michael Milazzo, wife and husband**, 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 8th day of April, 2024.

Celina McClure
 Notary Public

My commission expires June 22, 2025

