

RECORDATION REQUESTED BY:


Bryant Bank
Columbiana
21290 Hwy 25
Columbiana, AL 35051

WHEN RECORDED MAIL TO:

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

SEND TAX NOTICES TO:

Recycling Unlimited, Inc.
262 Davis Drive
Columbiana, AL 35051


20140409000102700 1/3 \$40.10
Shelby Cnty Judge of Probate, AL
04/09/2014 12:23:29 PM FILED/CERT

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



MODIFICATION OF MORTGAGE



#####%0740%03142014%#####

Notice: The original principal amount available under the Note (as defined below), which was \$42,000.00 (on which any required taxes already have been paid), now is increased by an additional \$13,309.10.

THIS MODIFICATION OF MORTGAGE dated March 14, 2014, is made and executed between Recycling Unlimited Inc (referred to below as "Grantor") and Bryant Bank, whose address is 21290 Hwy 25, Columbiana, AL 35051 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated December 13, 2013 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

Instrument # 20140211000038090 recorded on 2/11/14.

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

See the exhibit or other description document 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 EGG AND BUTTER ROAD , COLUMBIANA, AL 35051.

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

Modification of Mortgage to increase Principal Amount by \$13,309.10, total Principal Amount is now \$55,309.10.

Mortgage Taxes paid on \$13,400.00.

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)

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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 MARCH 14, 2014.

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:

RECYCLING UNLIMITED, INC.

By: Benny Davis (Seal)
Benny Davis, Director of Recycling Unlimited, Inc.

LENDER:

BRYANT BANK

X Billy R. Jones (Seal)
Billy R Jones, Loan Officer

This Modification of Mortgage prepared by:

Name: LaShelia Hezekiah
Address: 21290 Hwy 25
City, State, ZIP: Columbiana, AL 35051

CORPORATE ACKNOWLEDGMENT

STATE OF AL.)
) SS
COUNTY OF Shelby)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **Benny Davis, Director of Recycling Unlimited, Inc.**, a corporation, 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 officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 14th day of March, 2014.

Melinda S. Jallen
Notary Public

My commission expires MY COMMISSION EXPIRES APRIL 8, 2017

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MODIFICATION OF MORTGAGE
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LENDER ACKNOWLEDGMENT

STATE OF AL)
) SS
COUNTY OF Shelby)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **Billy R Jones** whose name as **Loan Officer** 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 **Loan Officer** of **Bryant Bank**, executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 14th day of March, 2014.
Meinda S. Jallen
Notary Public

My commission expires _____
MY COMMISSION EXPIRES APRIL 9, 2017

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