

**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



20151029000376790 1/3 \$132.50  
Shelby Cnty Judge of Probate, AL  
10/29/2015 10:06:37 AM FILED/CERT

**SEND TAX NOTICES TO:**

Shane Merrell  
Robin Merrell  
64 5th Avenue  
Shelby, AL 35143-0000

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



**MODIFICATION OF MORTGAGE**



\*#####%0740%09092015%#####\*

**Notice:** The original principal amount available under the Note (as defined below), which was \$25,000.00 (on which any required taxes already have been paid), now is increased by an additional \$75,000.00.

**THIS MODIFICATION OF MORTGAGE** dated September 9, 2015, is made and executed between Shane Merrell and Robin Merrell, husband and wife (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 August 13, 2013 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded on 09/24/13 by instrument number 20130924000384840 in the Judge of Probate Office in Shelby County, AL.

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

Lot 285, according to the survey of Alabama Power Company Recreational Cottage Site, Sector 5, as recorded in Map Book 23, Pages 29 A-B, in the Probate Office of Shelby County, Alabama.

The Real Property or its address is commonly known as 64 5th Avenue, Shelby, AL 35143.

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

Principal Increase from \$25,000.00 to \$100,000.00.

**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)

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 SEPTEMBER 9, 2015.

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 Shane Merrell (Seal)

X Robin Merrell (Seal)

LENDER:

BRYANT BANK

X Billy R. Jones (Seal)  
Billy R Jones, Branch Manager

20151029000376790 2/3 \$132.50  
Shelby Cnty Judge of Probate, AL  
10/29/2015 10:06:37 AM FILED/CERT

This Modification of Mortgage prepared by:

Name: Cynthia Marshall  
Address: 21290 Hwy 25  
City, State, ZIP: Columbiana, AL 35051

INDIVIDUAL ACKNOWLEDGMENT

STATE OF AL )  
COUNTY OF Shelby ) SS  
)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **Shane Merrell and Robin Merrell, 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 9 day of Sept, 2015.

Melinda S. Allen  
Notary Public

My commission expires \_\_\_\_\_

MY COMMISSION EXPIRES APRIL 9, 2017



MODIFICATION OF MORTGAGE  
(Continued)

Page 3

LENDER ACKNOWLEDGMENT

STATE OF Al

)

) SS

)

COUNTY OF Shelby



20151029000376790 3/3 \$132.50  
Shelby Cnty Judge of Probate, AL  
10/29/2015 10:06:37 AM FILED/CERT

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

Given under my hand and official seal this 9th day of Sept, 20 15.

Theresa S. Allen

Notary Public

My commission expires \_\_\_\_\_

MY COMMISSION EXPIRES APRIL 9, 2017