

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



20151228000440180 1/4 \$45.50
Shelby Cnty Judge of Probate, AL
12/28/2015 02:30:09 PM FILED/CERT

SEND TAX NOTICES TO:

Dylan Thomas McDonald
5456 Chelsea Road
Columbiana, AL 35051-3009

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



MODIFICATION OF MORTGAGE



#####%0740%11202015%#####

Notice: The original principal amount available under the Note (as defined below), which was \$61,000.00 (on which any required taxes already have been paid), now is increased by an additional \$15,000.00.

THIS MODIFICATION OF MORTGAGE dated November 20, 2015, is made and executed between Dylan Thomas McDonald, an unmarried man (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 October 19, 2012 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

Recorded on 11/29/12 by Instrument Number 20121129000458180 in the Office of Judge of Probate in Shelby County, AL. Said Mortgage was further modified on 02/03/14 and recorded on 04/09/14 by Instrument Number 20140409000102660 in the Office of Judge of Probate in Shelby County, AL.

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

See Exhibit "A", 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 5456 CHELSEA RD, COLUMBIANA, AL 35051-3009.

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

Principal Increase from \$61,000.00 to \$76,000.00.

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)

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED NOVEMBER 20, 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 *Dylan Thomas McDonald* (Seal)
Dylan Thomas McDonald

LENDER:

BRYANT BANK
X *Billy R Jones* (Seal)
Billy R Jones, Branch Manager

This Modification of Mortgage prepared by:

Name: Julie Nichols
Address: 21290 Hwy 25
City, State, ZIP: Columbiana, AL 35051

INDIVIDUAL 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 Dylan Thomas McDonald, an unmarried man, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Modification, he or she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 20th day of Nov, 2015.

Julie Nichols
Notary Public

My commission expires _____

MY COMMISSION EXPIRES APRIL 9, 2017


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MODIFICATION OF MORTGAGE
(Continued)

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 **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 20th day of Nov, 2015.
William D. Kellen
Notary Public

My commission expires _____

MY COMMISSION EXPIRES APRIL 9, 2017




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Exhibit A

Commence at the Northeast corner of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 26, Township 20 South, Range 1 West, and run thence Westerly along the North line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section a distance of 903.27 feet to a point on the Easterly right of way line of Shelby County Highway No. 47; thence turn a deflection angle of 88 degrees 18 minutes 40 seconds left and run Southerly along said right of way line a distance of 98.0 feet to the point of beginning of the property being described; thence continue along last described course a distance of 250.00 feet to a point; thence turn a deflection angle of 91 degrees 41 minutes 20 seconds left and run Easterly a distance of 174.30 feet to a point; thence turn a deflection angle of 88 degrees 18 minutes 40 seconds left and run Northerly a distance of 250.00 feet to a point; thence turn a deflection angle of 91 degrees 40 minutes 20 seconds left and run Westerly a distance of 174.30 feet to the point of beginning. Situated in Shelby County, Alabama.


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