

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:

Russell Rasco, Dawn Rasco and Joan Chandler
105 Pine Tree Circle
Columbiana, AL 35051-0000



20160401000105040 1/3 \$21.05
Shelby Cnty Judge of Probate, AL
04/01/2016 10:37:22 AM FILED/CERT

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



MODIFICATION OF MORTGAGE



#####%0740%03022016%#####

Notice: The original principal amount available under the Note (as defined below), which was \$117,300.00 (on which any required taxes already have been paid), now is increased by an additional \$700.00.

THIS MODIFICATION OF MORTGAGE dated March 2, 2016, is made and executed between Russell Rasco and Dawn Rasco, husband and wife and Joan Chandler, A Married Woman (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 January 18, 2008 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded by Instrument Number 20080204000045480 on 02/04/2008 and Modification dated 03/30/2011 Recorded by Instrument Number 20110502000131790 on 05/02/2011 in the Judge of Probate Office in Shelby County, Alabama.

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

Lot 21, according to "Briarwood Subdivision," First Sector, as shown by map recorded in Map Book 5, Page 23, in the Probate Office of Shelby County, Alabama. Situated in Shelby County, Alabama.

THIS DOES NOT CONSTITUTE THE HOMESTEAD OF JOAN CHANDLER

The Real Property or its address is commonly known as 105 Pinetree Circle, Columbiana, AL 35051.

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

Principal Increase from \$117,300 to \$118,000.00.

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)

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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 2, 2016.

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 *Russell Rasco* (Seal)
Russell Rasco

X *Dawn Rasco* (Seal)
Dawn Rasco

X *Joan Chandler* (Seal)
Joan Chandler

LENDER:

BRYANT BANK

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

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This Modification of Mortgage prepared by:

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

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama

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COUNTY OF Shelby

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **Russell Rasco; Dawn Rasco; and Joan Chandler**, 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 2 day of March, 2016.

Cynthia Marshall
Notary Public

MY COMMISSION EXPIRES AUGUST 12, 2018

My commission expires _____

MODIFICATION OF MORTGAGE
(Continued)

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LENDER ACKNOWLEDGMENT

STATE OF Alabama

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COUNTY OF Shelby

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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 2 day of March, 2016.

MY COMMISSION EXPIRES AUGUST 12, 2018

[Signature]
Notary Public

My commission expires _____



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