

**RECORDATION REQUESTED BY:**

Trustmark National Bank  
Montevallo Branch  
835 Main Street  
Montevallo, AL 35115

**WHEN RECORDED MAIL TO:**

Trustmark National Bank  
Attn: Loan Operations  
P. O. Box 1182  
Jackson, MS 39215-1182



20160728000265120 1/3 \$51.00  
Shelby Cnty Judge of Probate, AL  
07/28/2016 01:15:17 PM FILED/CERT

**SEND TAX NOTICES TO:**

Susan M. Tedford  
5453 Highway 119  
Montevallo, AL 35115

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

**MODIFICATION OF MORTGAGE**



\* L - 9 0 4 0 - A 0 0 0 1 7 4 1 2 0 5 0 - F 9 5 9 5 1 8 0 8 2 0 - 5 1 2 6 8 - P 0 1 \*

**Notice:** The original principal amount available under the Note (as defined below), which was \$40,000.00 (on which any required taxes already have been paid), now is increased by an additional \$20,000.00.

**THIS MODIFICATION OF MORTGAGE** dated July 13, 2016, is made and executed between Susan M. Tedford; An Unmarried Person (referred to below as "Grantor") and Trustmark National Bank, whose address is 835 Main Street, Montevallo, AL 35115 (referred to below as "Lender").

**MORTGAGE.** BankTrust and Grantor have entered into a Mortgage dated July 12, 2011 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded July 20, 2011, in the records of the Office of the Judge of Probate of Shelby County, Alabama in Instrument 20110720000211070.

Lender is the successor in interest to BankTrust pursuant to the following transaction:

BankTrust merged with and into Trustmark National Bank by virtue of that certain Agreement and Plan of Merger of BankTrust with and into Trustmark National Bank which was recorded in the Alabama Secretary of State's office on February 11, 2013.

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

A PARCEL OF LAND IN THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, SECTION 35, TOWNSHIP 21 SOUTH, RANGE 3 WEST, SHELBY COUNTY, ALABAMA, DESCRIBED AS FOLLOWS: FROM THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4, SECTION 35. RUN EAST 1313.4 FEET; THENCE RUN SOUTH 04 DEGREES 03 MINUTES EAST 1333.7 FEET; THENCE RUN SOUTH 88 DEGREES 42 MINUTES EAST 582.6 FEET; THENCE RUN NORTH 00 DEGREES 48 MINUTES EAST 296.4 FEET; THENCE RUN SOUTH 86 DEGREES 47 MINUTES EAST 608 FEET TO THE BEGINNING POINT; FROM SAID POINT, CONTINUE SAID COURSE FOR 150 FEET TO A POINT ON THE WEST R/W LINE OF ALABAMA HIGHWAY NO. 119; THENCE RUN ALONG SAID R/W LINE NORTH 05 DEGREES 13 MINUTES EAST 243 FEET; THENCE RUN NORTH 86 DEGREES 47 MINUTES WEST 54.6 FEET; THENCE RUN NORTH 00 DEGREES 47 MINUTES WEST 27.4 FEET; THENCE RUN SOUTH 88 DEGREES 32 MINUTES WEST 93.5 FEET; RUN THENCE SOUTH 05 DEGREES 13 MINUTES WEST 266.3 FEET TO THE BEGINNING POINT. SITUATED IN SHELBY COUNTY, ALABAMA. ACCORDING TO THE SURVEY OF R.B. PERRY, PE AND LS NO. 296, DATED SEPTEMBER 13, 1984.

AND

A PARCEL OF LAND IN THE NE1/4-SW1/4, SEC. 35, TWP. 21-S, R-3-W, SHELBY COUNTY, ALABAMA, DESCRIBED AS FOLLOWS: FROM THE NW CORNER OF THE NW1/4-SW1/4, SEC.35, RUN EAST 1313.4 FEET; THENCE RUN S04 DEGREES 03'E 1333.7 FEET; THENCE RUN S88 DEGREES 42'E 582.6 FEET; THENCE RUN N00 DEGREES 48'E 296.4 FEET; THENCE RUN S86 DEGREES 47'E 608 FEET; FROM SAID POINT,



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CONTINUE SAID COURSE FOR 150 FEET TO A POINT ON THE WEST R/W LINE OF ALA. HWY. NO. 119; THENCE RUN ALONG SAID R/W LINE N05 DEGREES 13'E 243 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SAID COURSE APPROXIMATELY 32 FEET TO THE EXISTING FENCE LINE WHICH SEPARATES THE MACK W. TEDFORD PROPERTY FROM THE WILLIAM D. ROGERS PROPERTY; THENCE TURN LEFT AND CONTINUE ALONG SAID FENCE LINE FOR APPROXIMATELY 57 FEET TO THE EXISTING TEDFORD/ROGERS PROPERTY LINE; THENCE TURN LEFT ALONG SAID TEDFORD/ROGERS PROPERTY LINE FOR APPROXIMATELY 27.4 FEET; THENCE TURN LEFT ALONG SAID TEDFORD/ROGERS PROPERTY LINE FOR APPROXIMATELY 54.6 FEET TO THE POINT OF BEGINNING.

The Real Property or its address is commonly known as 5453 Highway 119, Montevallo, AL 35115.

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

**The credit limit of the Credit Agreement and the amount above described Mortgage will be increased to \$60,000.00.**

**Alabama Mortgage Recordation Tax in the amount of \$60.00 has been paid on the original balance of \$40,000.00.**

**Alabama Mortgage Recordation Tax in the amount of \$30.00 is being paid on the increase amount of \$20,000.00.**

**The Modification of Mortgage is executed by Susan M. Tedford as a single person because of the death of Mack W. Tedford on August 3, 1990.**

**MAXIMUM LIEN.** The total amount of the indebtedness secured by this Mortgage may decrease or increase from time to time, but the maximum amount of principal indebtedness which may be outstanding at any one time shall not exceed \$60,000.00, plus interest, and amounts expended or advanced by Lender for the payment of taxes, levies or insurance on the Property, and interest on such amounts.


**CROSS-COLLATERALIZATION.** In addition to the Note, this Mortgage secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

**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.


**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JULY 13, 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  (Seal)  
 Susan M. Tedford

LENDER:

TRUSTMARK NATIONAL BANK  
 X  (Seal)  
 Authorized Signer

This Modification of Mortgage prepared by:

Name: Kyle Hood, RMA  
Address: 835 Main Street  
City, State, ZIP: Montevallo, AL 35115



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**INDIVIDUAL ACKNOWLEDGMENT**

STATE OF Alabama  
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 **Susan M. Tedford, An Unmarried Person**, 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 14th day of July, 2016.  
David C. Darby  
Notary Public

My commission expires 4-21-19

**LENDER ACKNOWLEDGMENT**

STATE OF Alabama  
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 Kyle Hood who is as Kyle Hood of **Trustmark National 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 Kyle Hood of **Trustmark National Bank**, executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 14th day of July, 2016.  
David C. Darby  
Notary Public

My commission expires 4-21-19

