

**RECORDATION REQUESTED BY:**

Bryant Bank  
Columblana  
21290 Hwy 25  
Columblana, AL 35051

**WHEN RECORDED MAIL TO:**

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



20161129000434570 1/5 \$258.45  
Shelby Cnty Judge of Probate, AL  
11/29/2016 08:13:41 AM FILED/CERT

**SEND TAX NOTICES TO:**

Ashley Joseph Mezrano  
290 Joseph Drive  
Columblana, AL 35051-0000

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



**MODIFICATION OF MORTGAGE**



\*#####%0740%10312016%#####\*

Notice: The original principal amount available under the Note (as defined below), which was \$65,713.52 (on which any required taxes already have been paid), now is increased by an additional \$154,246.48.

**THIS MODIFICATION OF MORTGAGE** dated October 31, 2016, is made and executed between Ashley Joseph Mezrano, a married woman (referred to below as "Grantor") and Bryant Bank, whose address is 21290 Hwy 25, Columblana, AL 35051 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated July 27, 2016 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

recorded on 08/22/16 by Instrument Number 20160822000302070 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:

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 Lot 4 Autumn Crest Drive, Columblana, AL 35051.

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

Principal Increase \$65,713.52 to \$219,960.00

**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 OCTOBER 31, 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 Ashley Joseph Mezrano (Seal)

LENDER:

BRYANT BANK

X Billy R. Jones (Seal)  
Billy R Jones, Vice President

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This Modification of Mortgage prepared by:

Name: Halisha McCoy  
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 Ashley Joseph Mezrano, a married woman, 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 31st day of Oct, 2016.  
Melinda S. [Signature]  
Notary Public

My commission expires \_\_\_\_\_  
MY COMMISSION EXPIRES APRIL 9, 2017



MODIFICATION OF MORTGAGE  
(Continued)

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LENDER 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 Billy R Jones whose name as Vice President 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 Vice President of Bryant Bank, executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 31st day of Oct, 2016  
Shelby County Judge of Probate  
Notary Public


My commission expires \_\_\_\_\_  
MY COMMISSION EXPIRES APRIL 9, 2017

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**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

  
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**PARCEL I:**

The NE 1/4 of the NE 1/4 of Section 10, Township 20 South, Range 1 West, less and except any part of the above described land which is a part of the following two tracts sold:

Tract to A. H. Avery by deed dated April 1, 2002, recorded in Inst. No. 2002-16050, in the Probate Office of Shelby County, Alabama.

Tract to Nathan F. Powell and Tammy Powell dated February 14, 2002, recorded in Inst. No. 2002-09930, in the Probate Office of Shelby County, Alabama.

Tract to Joyce Falkner, recorded in Inst. No. 2004, 26536, Probate Office, Shelby County, Alabama.

Tract to Janice Bearden, Tax ID# 15-2-10-0-001-002.

**PARCEL II:**

All of the NW 1/4 of the NE 1/4 of Section 10, Township 20 South, Range 1 West, Shelby County, Alabama, less and except any part of the property described in the 3 following deeds:

Deed to Nathan F. Powell and Tammy Powell, dated February 14, 2002, recorded in Inst. No. 2002-09930 in the Probate Office of Shelby County, Alabama.

Deed to David W. Bland and Suzanne Bland, dated January 27, 2006, recorded in Inst. no. 20060206000060700, in the Probate Office of Shelby County, Alabama.

Deed to Ronald L. Stanfa and Patricia M. Stanfa, dated July 7, 2005, recorded in Inst. No. 20050726000374780 in the Probate Office of Shelby County, Alabama.

**PARCEL III:**

All that property lying in the NE 1/4 of the NW 1/4, Section 10, Township 20 South, Range 1 West, Shelby County, Alabama, which lies Northeast of the property conveyed to Ronald L. Stanfa and Patricia M. Stanfa in that certain deed dated July 7, 2005 and recorded in Inst. No. 20050726000374780 in the Probate Office of Shelby County, Alabama. The same being a triangular parcel lying in the Northeast corner of said NE 1/4 of NW 1/4.

**AND ALSO GRANTED:**

A 60 foot ingress, egress and utility easement: Commence at a 1/2" capped rebar in place being the Southwest corner of the Northwest one-fourth of the Northeast one-fourth of Section 10, Township 20 South, Range 1 West, Shelby County, Alabama; thence proceed North 88 degrees 55 minutes 14 seconds East along the South boundary of said quarter-quarter section for a distance of 72.58 feet to a 1/2" rebar in place; thence proceed North 08 degrees 36 minutes 50 seconds East for a distance of 893.81 feet; thence proceed North 39 degrees 00 minutes 38 seconds West for a distance of 136.78 feet; thence proceed South 88 degrees 54 minutes 02 seconds West for a distance of 75.41 feet; thence proceed North 51 degrees 48 minutes 59 seconds West for a distance of 562.87 feet to a 1/2" rebar in place; thence proceed North 88 degrees 34 minutes 23 seconds East for a distance of 1819.27 feet to a 1" pipe in place; thence proceed South 01 degrees 33 minutes 55 seconds West for a distance of 329.46 feet; thence proceed North 88 degrees 33 minutes 45 seconds East for a distance of 303.63 feet; thence proceed South 02 degrees 43 minutes 55 seconds East for a distance of 404.68 feet to the centerline of a 60 foot ingress, egress and utility easement being the point of beginning. From this beginning point proceed South 78 degrees 15 minutes 27 seconds East along the centerline of said easement for a distance of 215.95 feet; thence proceed South 63 degrees 19 minutes 14 seconds East along the centerline of said easement for a distance of 259.85 feet; thence proceed North 86 degrees 38 minutes 14 seconds East

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along the centerline of said easement for a distance of 260.71 feet; thence proceed North 72 degrees 03 minutes 42 seconds East along the centerline of said easement for a distance of 144.0 feet; thence proceed North 87 degrees 10 minutes 51 seconds East along the centerline of said easement for a distance of 169.64 feet to its point of intersection with the westerly right of way of Shelby County Road No. 47 and the termination of said easement.

**AND ALSO GRANTED:**

A 30 foot ingress, egress and utility easement on the South side of the following described line and subject to a 30 foot easement ingress, egress and utility on the North side of the following described line; Commence at a 1/2" capped rebar in place being the Southwest corner of the Northwest one-fourth of the Northeast one-fourth of Section 10, Township 20 South, Range 1 West, Shelby County, Alabama; thence proceed North 88 degrees 55 minutes 14 seconds East along the South boundary of said quarter-quarter section for a distance of 72.58 feet to a 1/2" rebar in place; thence proceed North 08 degrees 36 minutes 50 seconds East for a distance of 893.81 feet to the point of beginning. From this beginning point proceed North 39 degrees 00 minutes 38 seconds West for a distance of 136.78 feet; thence proceed South 88 degrees 54 minutes 02 seconds West for a distance of 75.41 feet; thence proceed North 51 degrees 48 minutes 59 seconds West for a distance of 562.87 feet to a 1/2" rebar in place; thence proceed North 88 degrees 34 minutes 23 seconds East for a distance of 1819.27 feet to a 1" pipe in place; thence proceed South 01 degree 33 minutes 55 seconds West for a distance of 329.46 feet; thence proceed North 88 degrees 33 minutes 45 seconds East for a distance of 303.63 feet; thence proceed South 01 degrees 33 minutes 55 seconds West for a distance of 329.46 feet; thence proceed North 88 degrees 33 minutes 45 seconds East for a distance of 303.63 feet; thence proceed South 02 degrees 43 minutes 55 seconds East for distance of 404.68 feet to the centerline of a 60 foot ingress, egress and utility easement.



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