

01/03/2017 11:59:13 AM FILED/CERT

WHEN RECORDED MAIL TO:

Renasant Bank Document Control Dept. P O Box 4140 Tupelo, MS 38803

### SEND TAX NOTICES TO:

Renasant Bank Pelham Office 3513 Pelham Pkwy Pelham, AL, 35124

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## **MODIFICATION OF MORTGAGE**



Notice: The original principal amount available under the Note (as defined below), which was \$39,000.00 (on which any required taxes already have been paid), now is increased by an additional \$11,000.00.

THIS MODIFICATION OF MORTGAGE dated December 20, 2016, is made and executed between C DAVID DARNELL and JENNIFER DARNELL, a married couple, whose address is 6067 VALE MEADE CIR, HELENA, AL 35080 (referred to below as "Grantor") and Renasant Bank, whose address is 3513 Pelham Pkwy, Pelham, AL 35124 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated November 25, 2011 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

INST# 20111129000360040 DATED 11/25/2011 AND RECORDED 11/29/2011 WITH JUDGE OF PROBATE OF 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 HWY 11, PELHAM, AL 35124.

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

PRINCIPAL INCREASE OF \$11,000 AND EXTEND MATURITY DATE UNTIL 12/20/2021.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are fegally 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 rotain 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 DECEMBER 20, 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.

(Seal)

GRANTOR:

xC. All

LENDER:

RENASANT BANK

Authorized Sign

JENNIFER DARNELL

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This Modification of Mortgage prepared by:

Name: GREG DUNAWAY Address: 3513 Pelham Pkwy City, State, ZIP: Pelham, AL 35124 201701030000000700 2/3 \$94.50 Shelby Cnty Judge of Probate: AL 01/03/2017 11:59:13 AM FILED/CERT

INDIVIDUAL ACKNOWLEDGMENT
STATE OF COUNTY OF MOLECULARY OF STATE OF COUNTY OF COUNTY OF STATE OF COUNTY OF STATE OF COUNTY OF COU
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that C DAVID DARNELL, 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 being date.  Given under my hand and official seat this day of TAMMY HOLLINGSWORTH  NOTARY  My Commission Expires  December 7, 2019
INDIVIDUAL ACKNOWLEDGMENT
STATE OF COUNTY OF MICHAEL ) SS
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
My complete Motary Public  My Commission Expires  December 7, 2019
LENDER ACKNOWLEDGMENT
STATE OF COUNTY OF MILES
the undersigned authority a Notary Public in and for said county in said state, hereby certify that 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 as she, in his or her capacity as such of Renasant Bank, executed the same voluntarily on the day same boars date.  Given under my hand and official seal this day of
TAMMY HOLLINGSWORTH  My commission expires  Public  December 7, 2019

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# EXHIBIT "A"

Shelby Cnty Judge of Probate, AL 01/03/2017 11:59:13 AM FILED/CERT

## TRACT I:

A parcel of land in the SE 1/4 of SE 1/4 of Section 19, Township 20 South, Range 2 West, Shelby County, Alabama, described as follows: Commencing at the SE corner of Section 19, Township 20 South, Range 2 West; thence North 0 degrees 26 minutes 54 seconds West a distance of 380.07 feet; thence North 0 degrees 33 minutes 08 seconds West a distance of 112.18 feet to the point of beginning; thence North 1 degree 02 minutes 38 seconds East a distance of 373.37 feet; thence North 71 degrees 55 minutes 16 seconds West a distance of 541.13 feet; thence South 13 degrees 43 minutes 16 seconds West, a distance of 358.02 feet; thence South 71 degrees 55 minutes 15 seconds East, a distance of 623.30 feet to the point of beginning; being situated in Shelby County, Alabama.

#### TRACT H:

A parcel of land in the SE 1/4 of SE 1/4 of Section 19, Township 20 South, Range 2 West, Shelby County, Alabama, described as follows: Commencing at the SE corner of Section 19, Township 20 South, Range 2 West; thence North 0 degrees 26 minutes 54 seconds West, a distance of 380.07 feet; thence North 0 degrees 33 minutes 08 seconds West a distance of 112.18 feet; thence North 71 degrees 55 minutes 15 seconds West for 623.30 feet to the point of beginning; thence continue along last said course for a distance of 205.0 feet; thence North 18 degrees 04 minutes 45 seconds East for 30.0 feet; thence South 71 degrees 55 minutes 15 seconds East a distance of 202.71 feet; thence South 13 degrees 43 minutes 16 seconds West for a distance of 30.09 feet to the point of beginning; being situated in Shelby County, Alabama.