

**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:**

Maurice W Reddell  
Rachel Deann Reddell  
1720 Alston Farm Rd  
Columbiana, AL 35051-0000

20170522000176670 1/5 \$148.50  
Shelby Cnty Judge of Probate: AL  
05/22/2017 09:45:12 AM FILED/CERT

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



**MODIFICATION OF MORTGAGE**



\*#####%0740%05012017%#####\*

**Notice:** The original principal amount available under the Note (as defined below), which was \$295,000.00 (on which any required taxes already have been paid), now is increased by an additional \$81,000.00.

**THIS MODIFICATION OF MORTGAGE** dated May 1, 2017, is made and executed between Maurice W Reddell and Rachel Deann Reddell, husband and wife (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 December 19, 2016 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded on 1/9/17 by Instrument Number 20170109000006680 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:

See Attached 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 1720 Alston Farm Rd, Columbiana, AL 35051-0000.

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

Principal Increase from \$295,000 to \$376,000.

**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 endorser 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 MAY 1, 2017.

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)  
Maurice W Reddell

X  (Seal)  
Rachel Deann Reddell

LENDER:

BRYANT BANK

X  (Seal)  
Billy R Jones, Branch Manager

This Modification of Mortgage prepared by:

Name: Halrisha McCoy  
Address: 21290 Hwy 25  
City, State, ZIP: Columbiana, AL 35051

INDIVIDUAL ACKNOWLEDGMENT


STATE OF Alabama )  
 ) SS  
COUNTY OF Shelby )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Maurice W Reddell and Rachel Deann Reddell, husband and wife, 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 1 day of May 2017.

  
Notary Public

My commission expires MY COMMISSION EXPIRES AUGUST 12, 2018

  
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MODIFICATION OF MORTGAGE  
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LENDER ACKNOWLEDGMENT

STATE OF Alabama

)

) 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 1 day of May 2017.

Inella F. [Signature]  
Notary Public

My commission expires MY COMMISSION EXPIRES AUGUST 12, 2018

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EXHIBIT "A"  
LEGAL DESCRIPTION

PARCEL II (Highway 28, Alston Farm Road, North Part)

Begin at the Northwest corner of the Southeast 1/4 of the Northwest 1/4 of Section 17, Township 21 South, Range 1 East; thence run South 89 degrees 27 minutes 06 seconds East, 1362.01 feet; thence run South 89 degrees 21 minutes 44 seconds East, 610.00 feet; thence run South 00 degrees 45 minutes 00 seconds West, 221.57 feet; thence run South 04 degrees 35 minutes 06 seconds West, 431.18 feet; thence run North 89 degrees 27 minutes 01 seconds West, 1938.27 feet; thence run North 00 degrees 19 minutes 25 seconds East, 658.59 feet to the point of beginning, being a part of the Southeast 1/4 of the Northwest 1/4 and Southwest 1/4 of the Northeast 1/4, Section 17, Township 21 South, Range 1 East, Shelby County, Alabama.


A non-exclusive right of way for a access road 20 feet in width for the purpose of ingress and egress which is described as follows:

From the Northwest corner of the Southeast 1/4 of the Northwest 1/4, Section 17, Township 21 South, Range 1 East, run East for a distance of 10 feet along the North line of said 1/4-1/4 section to the point of beginning of the centerline of said right-of-way and extend said centerline North to Alston Farm Road.  
All in Shelby County, Alabama.

LESS AND EXCEPT:

A parcel of land in the Southeast quarter of the Northwest quarter of Section 17, Township 21 South, Range 1 East, being the same land described in a deed to Maurice W. and James A. Reddell, recorded in Inst. No. 1997-8798 of the real property records of Shelby County, Alabama. Said parcel of land being more particularly described as follows;


Commencing at a 1/2" rebar set, with a cap stamped "S. Wheeler RPLS 16165" at the Northwest corner of the Southeast quarter of the Northwest quarter of said Section 17; thence South 00 degrees 08 minutes 31 seconds East, along the West line of said sixteenth section a distance of 434.00 feet to the point of beginning; thence South 00 degrees 08 minutes 31 seconds East, along the West line of said sixteenth section, a distance of 231.66 feet to a point; thence South 89 degrees 51 minutes 07 seconds East, a distance of 472.08 feet to a point; thence North 39 degrees 09 minutes 32 seconds West,

  
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along an existing fence, a distance of 213.56 feet to a point; thence North 55 degrees 49 minutes 18 seconds West along an existing fence, a distance of 85.17 feet to a point; thence North 75 degrees 37 minutes 56 seconds West, along an existing fence, a distance of 35.84 feet to a point; thence South 84 degrees 59 minutes 09 seconds West, along an existing fence, a distance of 147.61 feet to a point; thence North 75 degrees 11 minutes 35 seconds West, along an existing fence, a distance of 88.52 feet to the point of beginning.

ALSO, an easement for ingress, egress and utilities described as follows:

Beginning at a 1/2" rebar set, with a cap stamped "S. Wheeler RPLS 16155" at the Northwest corner of the Southeast quarter of the Northwest quarter of said Section 17; thence North 00 degrees 08 minutes 31 seconds East a distance of 81.41 feet to the South right of way of the Alston Farm Road; thence North 89 degrees 55 minutes 18 seconds East, a distance of 30.00 feet to a point; thence South 00 degrees 08 minutes 31 seconds East, a distance of 530.16 feet to a point; thence North 75 degrees 11 minutes 35 seconds West, a distance of 33.10 feet to a point; thence North 00 degrees 08 minutes 31 seconds West, a distance of 434.00 feet to the point of beginning.

  
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