

**RECORDATION REQUESTED BY:**


Bryant Bank  
Cahaba Village  
2700 Cahaba Village  
Mountain Brook, AL 35243

**WHEN RECORDED MAIL TO:**

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

**SEND TAX NOTICES TO:**

Craig G Kollars  
Rita Kollars  
PO Box 380605  
Birmingham, AL 35238

  
20170907000326470 1/4 \$133.80  
Shelby Cnty Judge of Probate, AL  
09/07/2017 12:53:47 PM FILED/CERT

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



**MODIFICATION OF MORTGAGE**



\*#####%0740%08142017%#####\*

**Notice:** The original principal amount available under the Note (as defined below), which was \$55,900.00 (on which any required taxes already have been paid), now is increased by an additional \$73,195.00.

**THIS MODIFICATION OF MORTGAGE** dated August 14, 2017, is made and executed between Craig G Kollars and Rita Kollars, husband and wife (referred to below as "Grantor") and Bryant Bank, whose address is 2700 Cahaba Village, Mountain Brook, AL 35243 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated June 9, 2017 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded on 6/29/17 by Instrument Number 20170629000233020 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 10 Spring Branch Road, Columbiana, AL 35051.

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

Increase Principal Amount from \$55,900.00 to \$129,095.00.

**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)

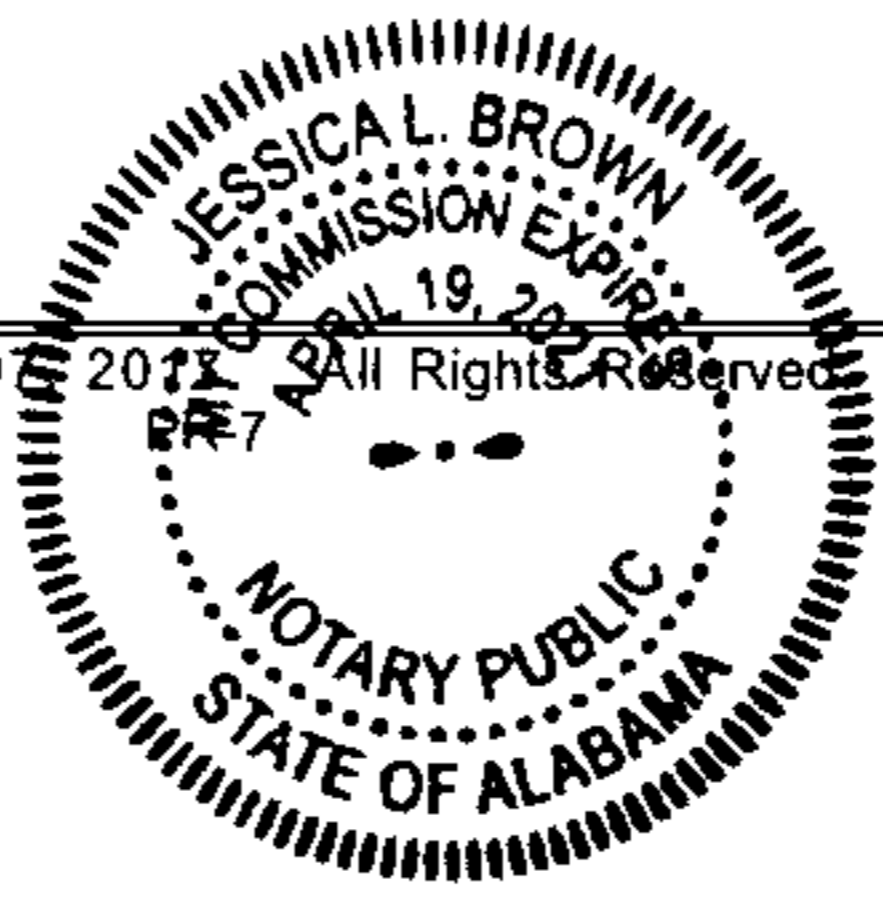
LENDER ACKNOWLEDGMENT

STATE OF Alabama )  
 ) SS  
COUNTY OF Jefferson )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that David C Agee whose name as Commercial Banker 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 Commercial Banker of Bryant Bank, executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 14<sup>th</sup> day of August, 2017.  
Jessica L. Brown  
Notary Public


My commission expires 4-19-2021



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EXHIBIT "A"

Commence at the NE Corner of the NE 1/4 of the SE 1/4 of Section 12, Township 20 South, Range 1 West, Shelby County, Alabama; thence S00°13'24"E, a distance of 1214.62'; thence S87°12'19"W, a distance of 1422.57'; thence N87°12'19"E, a distance of 1258.84' to the POINT OF BEGINNING; thence N00°39'15"W, a distance of 244.97'; thence N89°03'44"W, a distance of 1327.73' to the Easterly R.O.W. line of Spring Branch Road, Prescriptive R.O.W.; thence S00°55'42"W and along said R.O.W. line, a distance of 222.04' to a curve to the right, having a radius of 1230.00, a central angle of 06°09'35", and subtended by a chord which bears S04°00'29"W, and a chord distance of 132.17'; thence along the arc of said curve and said R.O.W. line, a distance of 132.24' to a compound curve to the right, having a radius of 230.00, a central angle of 12°55'40", and subtended by a chord which bears S12°34'35"W, and a chord distance of 51.79'; thence along the arc of said curve and said R.O.W. line, a distance of 51.90' to the Northerly R.O.W. line of Shelby County Highway 49, 80' R.O.W., said point being a non-tangent curve to the right, having a radius of 840.00, a central angle of 20°22'01", and subtended by a chord which bears S38°22'15"E, and a chord distance of 297.02'; thence leaving said Spring Branch Road R.O.W. line and along said Highway 49 R.O.W. line, a distance of 298.59'; thence S28°11'15"E and along said R.O.W. line, a distance of 196.54' to a curve to the left, having a radius of 910.00, a central angle of 34°12'10", and subtended by a chord which bears S45°13'22"E, and a chord distance of 535.20'; thence along the arc of said curve and said R.O.W. line, a distance of 543.23'; thence N00°36'02"E and leaving said R.O.W. line, a distance of 219.89'; thence N88°42'00"E, a distance of 283.94'; thence S02°07'28"E, a distance of 150.82'; thence S69°56'43"E, a distance of 21.40'; thence S01°14'22"E, a distance of 168.04'; thence N72°52'12"W, a distance of 19.43'; thence S04°13'19"E, a distance of 12.11' to the Northerly R.O.W. line of above said Shelby County Highway 49; thence S73°13'44"E and along said R.O.W. line, a distance of 247.98'; thence N00°46'25"E and leaving said R.O.W. line, a distance of 409.70'; thence N88°47'48"E, a distance of 138.14'; thence N01°17'25"E, a distance of 686.09' to the POINT OF BEGINNING.

  
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