


STATE OF ALABAMA  
COUNTY OF SHELBY

)  
)

  
20180122000021240 1/7 \$33.00  
Shelby Cnty Judge of Probate, AL  
01/22/2018 11:43:56 AM FILED/CERT

**AMENDMENT AND PARTIAL RELEASE  
TO  
MORTGAGE**

**THIS AMENDMENT AND PARTIAL RELEASE TO MORTGAGE (hereinafter collectively the "Amendment and Partial Release")** amends that certain Mortgage (hereinafter, along with all amendments thereto, referred to as the "Mortgage") executed on January 31, 2014 by **Julie H. Bland (formerly known as Julie A. Hartwig) and husband, Troy H. Bland, and Pets and Peace Alabama, Inc.** (hereinafter jointly, severally and collectively the "Mortgagor") in favor of **PROGRESS BANK & TRUST (successor in interest to First Partners Bank)** (hereinafter "Bank").

**WHEREAS**, the Mortgage is recorded as Instrument No. 20140204000031640 in the Office of the Judge of Probate of Shelby County, Alabama, and pertains to the property described on Exhibit "A" attached hereto (hereinafter "Old Property").

**WHEREAS**, the Mortgage, as amended, secured that certain promissory note in the original principal amount of \$468,000.00 and all renewals, modifications and extensions thereof.

**WHEREAS**, upon the recordation of the Mortgage a mortgage tax of \$731.00 was paid to the Office of the Judge of Probate of Shelby County, Alabama.

**WHEREAS**, Mortgagor has requested Bank to amend its Mortgage for purposes of releasing a portion of the Old Property (said portion to be released described on Exhibit "C" attached hereto and hereinafter referred to as the "Released Property"), and Bank is agreeable to making such a partial release, provided Mortgagor, among other things enters into this Amendment and pays all fees and costs associated with this Amendment and Partial Release.

**WHEREAS**, in connection with this Amendment and Partial Release, Bank is requiring Mortgagor to cause the Mortgage to be amended to add thereto all of the property described on Exhibit "B" attached hereto (hereinafter the "New Property").

**NOW THEREFORE**, in consideration of the terms and conditions contained herein, and to induce Bank to enter into such Amendment and Partial Release, the Mortgage is hereby amended as follows:

- 1) The New Property is hereby added to the Mortgage and to the property described in the Mortgage.
- 2) Mortgagor does hereby grant, bargain, sell, convey and mortgage (in

accordance with the terms of the Mortgage) to Bank the New Property.

3) Bank hereby releases from the Mortgage the Released Property and does further satisfy and release said Mortgage as to the Released Property. Nothing contained in this Amendment and Partial Release should be construed to release from the Mortgage any property that is not specifically the Released Property, and the Mortgage shall remain in full force and effect as to all property described therein, less Released Property described above and released hereby.


In addition hereto, Mortgagor further amends all of the documents and agreements executed in connection with the Mortgage, or pertaining to the Mortgage (the "Agreements") to the terms as herein cited and to cover not only the property described therein but also the New Property.

Mortgagor hereby agrees and directs Bank to take any action necessary to conform the Mortgage and the Agreements to the terms as herein cited and by these presents accepts and confirms their liability under said Mortgage and Agreements with the terms as herein modified.

All of the terms and provisions of the Mortgage not specifically amended herein, are hereby reaffirmed, ratified and restated. This is an amendment to the Mortgage and is not a novation thereof.

[SIGNATURES AND ACKNOWLEDGEMENTS CONTAINED ON FOLLOWING PAGE(S)]

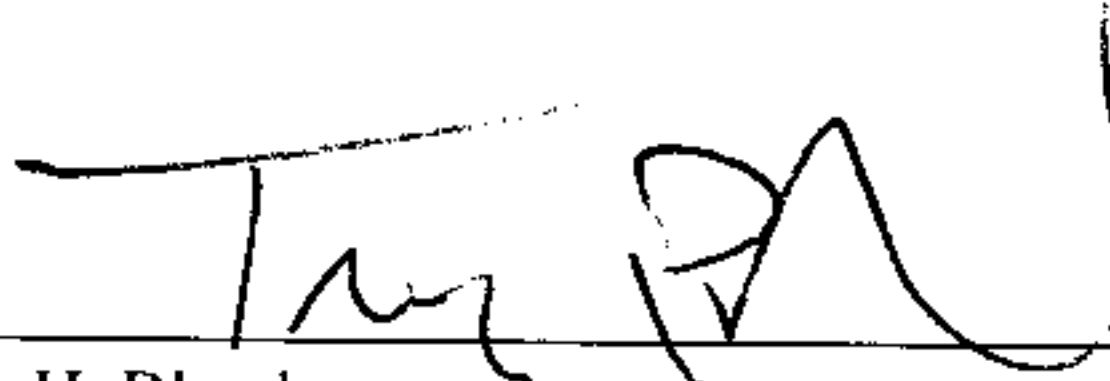
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[AMENDMENT AND PARTIAL RELEASE TO MORTGAGE – MORTGAGOR'S SIGNATURE]

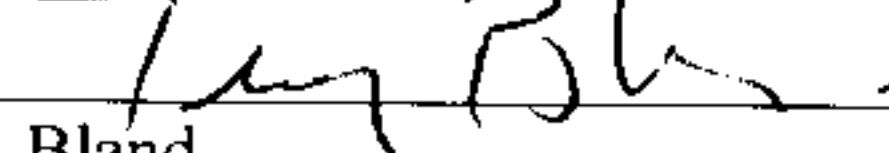
**IN WITNESS WHEREOF**, we have hereunto set our hands and seals effective this 30 day of November, 2017.

MORTGAGOR:

  
\_\_\_\_\_  
Troy H. Bland (Individually)

  
\_\_\_\_\_  
Julie H. Bland (formerly known as Julie A. Hartwig)(Individually)

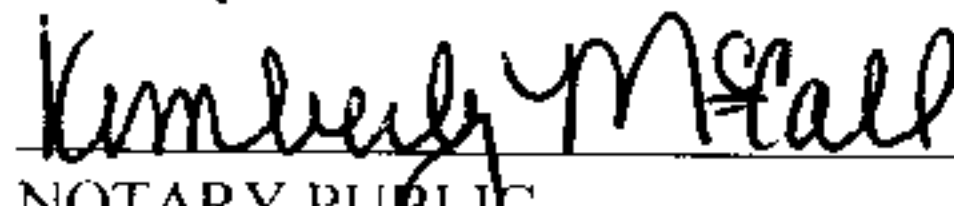
**PETS AT PEACE ALABAMA, INC.**

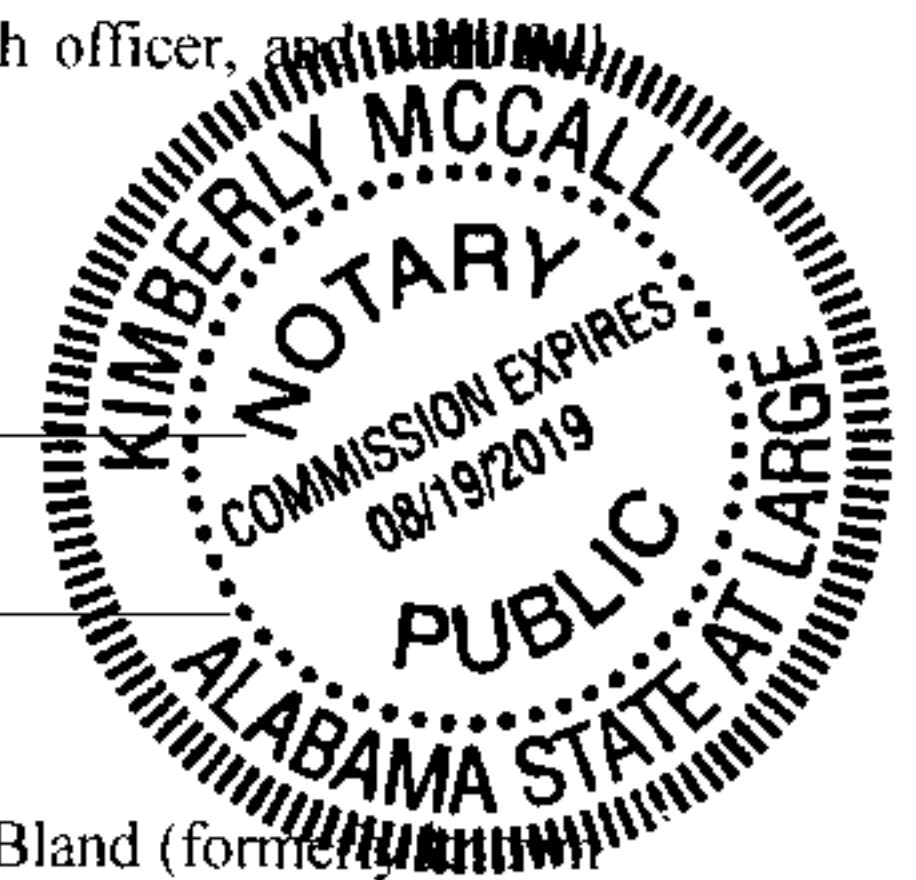
BY:   
\_\_\_\_\_  
Troy H. Bland (Its President)

STATE OF ALABAMA  
JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Troy H. Bland whose name as President of PETS AT PEACE ALABAMA, INC., a corporation, 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 instrument, he/she, as such officer, and in authority, executed the same voluntarily, as an act of said corporation, acting in its capacity as aforesaid.

Given under my hand and official seal, this the 30<sup>th</sup> day of November, 2017.

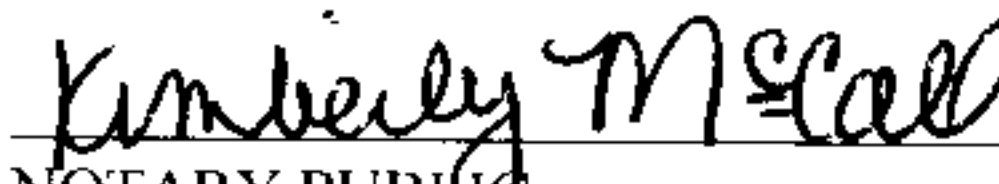
  
\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: 8/19/2019

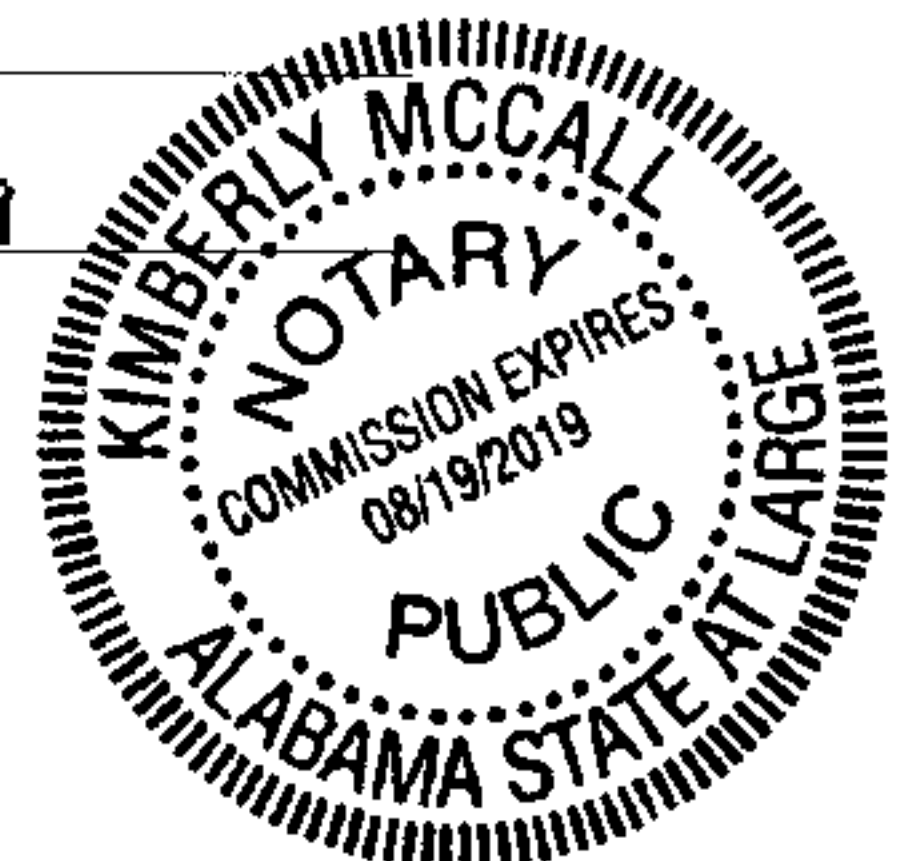


STATE OF ALABAMA  
JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Julie H. Bland (formerly as Julie A. Hartwig) and husband, Troy H. Bland, whose name(s) are/is signed to the foregoing instrument, and who are/is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 30<sup>th</sup> day of November, 2017.

  
\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: 8/19/2019



THIS INSTRUMENT PREPARED BY AND AFTER  
RECORDATION SHOULD BE RETURNED TO  
William C. Brown  
ENGEL HAIRSTON & JOHANSON, P.C.  
4th Floor 109 North 20th Street  
P.O. Box 11405  
Birmingham, Alabama 35202  
(205) 328-4600

[D-7633]

AMEND.mtg 11/28/17 3:59PM



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[AMENDMENT AND PARTIAL RELEASE TO MORTGAGE – BANK’S SIGNATURE]

BANK:

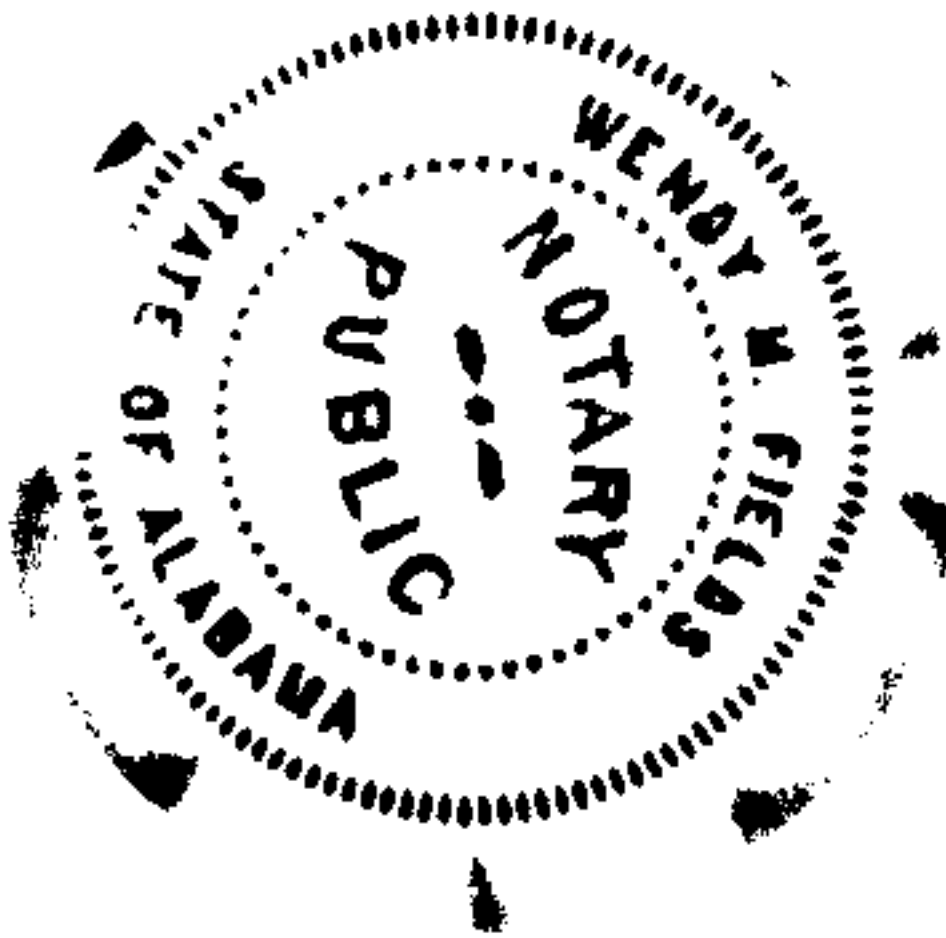
**PROGRESS BANK & TRUST (successor in  
interest to First Partners Bank)**

BY: Tracy Corcoran  
(Its Vice President)

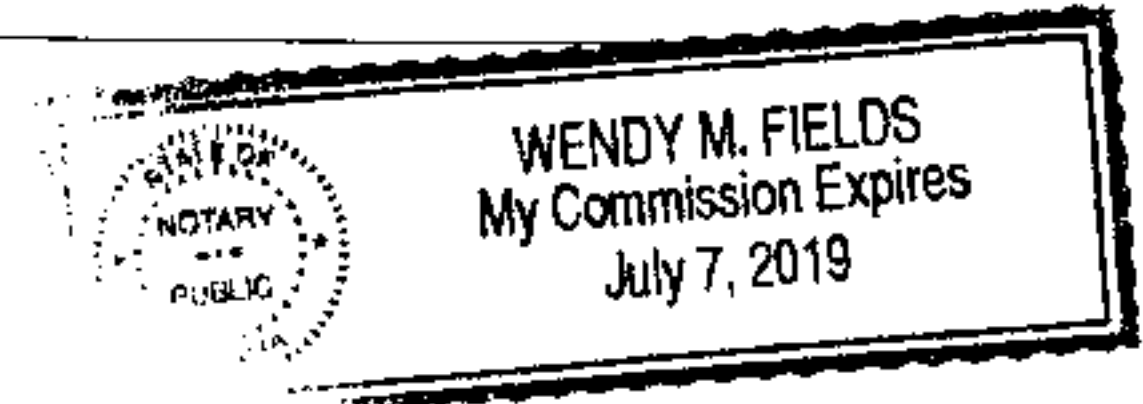
STATE OF ALABAMA  
JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Tracy Corcoran whose name as Vice President of PROGRESS BANK & TRUST (successor in interest to First Partners Bank), an Alabama banking corporation, 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 instrument, he/she, as such officer, and with full authority, executed the same voluntarily, as an act of said corporation, acting in its capacity as aforesaid.

Given under my hand and official seal, this the 30 day of November, 2017.



Wendy M. Fields  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_



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## **EXHIBIT "A"**


**("Old Property"):**

**Parcel I:**

Commence at the East side of the right of way of the Birmingham-Montgomery Highway at the Northwest corner of the J. W. Benton's lot and run in an Easterly direction along the North line of said Benton's lot a distance of 280 feet to the point of beginning; thence run in an Easterly direction and perpendicular to said highway line 116 feet; thence in a Northerly direction and parallel with said highway line 210 feet; thence in a Westerly direction and perpendicular to said highway line 116 feet; thence in a Southerly direction and parallel to said highway line 210 feet to the point of beginning; being situated in the South  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$  of Section 25, Township 20, Range 3 West, Shelby County, Alabama.

**Parcel II:**

Lot 13, according to the Survey of Third Addition, Riverchase Country Club Residential Subdivision, as recorded in Map Book 7, Page 53, in the Office of the Judge of Probate of Shelby County, Alabama.

  
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## EXHIBIT "B"


**("New Property"):**

**Parcel I:**

Commence at the East side of the right of way of the Birmingham-Montgomery Highway at the Northwest corner of the J. W. Benton's lot and run in an Easterly direction along the North line of said Benton's lot a distance of 280 feet to the point of beginning; thence run in an Easterly direction and perpendicular to said highway line 116 feet; thence in a Northerly direction and parallel with said highway line 210 feet; thence in a Westerly direction and perpendicular to said highway line 116 feet; thence in a Southerly direction and parallel to said highway line 210 feet to the point of beginning; being situated in the South  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$  of Section 25, Township 20, Range 3 West, Shelby County, Alabama.

**Parcel II:**


Lot 14, according to the Survey of Third Addition, Riverchase Country Club Residential Subdivision, as recorded in Map Book 7, Page 53, in the Office of the Judge of Probate of Shelby County, Alabama.

  
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## EXHIBIT "C"

**("Released Property"):**

Lot 13, according to the Survey of Third Addition, Riverchase Country Club Residential Subdivision, as recorded in Map Book 7, Page 53, in the Office of the Judge of Probate of Shelby County, Alabama.

  
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