

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:

Dustin C Smith
Jane H Smith
234 Cedar Lane
Columbiana, AL 35051-0000



20180227000062280 1/4 \$76.50
Shelby Cnty Judge of Probate, AL
02/27/2018 12:14:24 PM FILED/CERT

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



MODIFICATION OF MORTGAGE



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Notice: The original principal amount available under the Note (as defined below), which was \$80,000.00 (on which any required taxes already have been paid), now is increased by an additional \$35,000.00.

THIS MODIFICATION OF MORTGAGE dated January 11, 2018, is made and executed between Dustin C Smith and Jane H Smith, 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 June 4, 2013 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded on 09/05/13 by instrument number 20130905000360890 in the Office of Judge of Probate in Shelby County, AL. Said Mortgage was further modified on 06/24/15 and recorded on 08/05/15 by instrument number 20150805000268710 in the Office of Judge of Probate in Shelby County, AL.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in Shelby County, State of Alabama:

Exhibit "A"

Dustin C Smith is one and same person as Dustin Carroll Smith.

The Real Property or its address is commonly known as 234 Cedar Lane, Columbiana, AL 35051-0000.

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

To increase the maximum credit limit from \$80,000.00 to \$115,000.00.

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)

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JANUARY 11, 2018.

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 Dustin C Smith (Seal)
Dustin C Smith

X Jane H Smith (Seal)
Jane H Smith

LENDER:

BRYANT BANK

X Billy R Jones (Seal)
Billy R Jones, Branch Manager



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This Modification of Mortgage prepared by:

Name: Julie Nichols
Address: 21290 Hwy 25
City, State, ZIP: Columbiana, AL 35051

INDIVIDUAL ACKNOWLEDGMENT

STATE OF AL)
) SS
COUNTY OF Shelby)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Dustin C Smith and Jane H Smith, 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 18th day of Jan, 2018.

Melinda S. Jolley
Notary Public

My commission expires _____

My Commission Expires April 1, 2021

MODIFICATION OF MORTGAGE
(Continued)

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 11 day of January, 2018.

[Signature]
Notary Public

My commission expires _____


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EXHIBIT A

PARCEL 2:

Commence at the NE corner of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 36, Township 21 South, Range 1 West, Shelby County, Alabama; thence South 00 degrees 00 minutes 00 seconds East, a distance of 701.87 feet; thence South 88 degrees 24 minutes 45 seconds West, a distance of 1298.05 feet; thence South 00 degrees 02 minutes 27 seconds West, a distance of 129.08 feet to the point of beginning; thence continue along the last described course a distance of 323.06 feet; thence South 86 degrees 12 minutes 11 seconds West a distance of 360.86 feet; thence South 01 degrees 02 minutes 57 seconds East a distance of 172.66 feet; thence South 88 degrees 39 minutes 35 seconds West, a distance of 273.40 feet; thence North 00 degrees 03 minutes 30 seconds East a distance of 487.51 feet to the beginning of a curve to the left, having a radius of 589.41 feet; a central angle of 09 degrees 17 minutes 42 seconds, and subtended by a chord which bears North 82 degrees 33 minutes 38 seconds East, and a chord distance of 95.52 feet; thence along the arc of said curve, a distance of 95.62 feet; thence North 87 degrees 12 minutes 29 seconds East, a distance of 535.89 feet to the point of beginning.

Situated in Shelby County, Alabama.


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