


**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

  
20180227000062380 1/4 \$24.00  
Shelby Cnty Judge of Probate AL  
02/27/2018 12:42:28 PM FILED/CERT

**SEND TAX NOTICES TO:**

Doyce C Armstrong  
Ann I Armstrong  
335 County Road 55  
Wilsonville, AL 35186-0000

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



**MODIFICATION OF MORTGAGE**



\*#####%0740%01162018%#####\*

**Notice: This Modification of Mortgage does not secure new indebtedness or an increased amount of debt under the Note (as defined below).**

**THIS MODIFICATION OF MORTGAGE** dated January 16, 2018, is made and executed between Doyce C Armstrong and Ann I Armstrong, 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 February 27, 2008 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded on 03/13/08 by Instrument Number 20080313000104690 in the Judge of Probate Office in Shelby County, Alabama. Said note was further modified on 3/6/13 and recorded on 4/9/13 by Instrument Number 20130409000146670.

**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 335 County Road 55, Wilsonville, AL 35186-0000.

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

**Decrease Line of Credit from \$75,000 to \$45,000.**

**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 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.



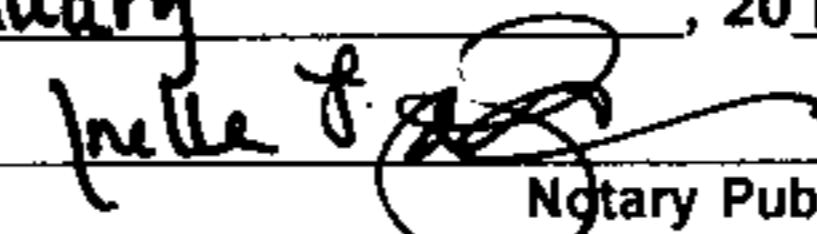
MODIFICATION OF MORTGAGE  
(Continued)

LENDER ACKNOWLEDGMENT

STATE OF Alabama )  
 ) SS  
COUNTY OF Shelby )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **Melinda S Tolleson** 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 16 day of January, 2018.

  
\_\_\_\_\_  
Notary Public

My commission expires MY COMMISSION EXPIRES AUGUST 12, 2018



20180227000062380 3/4 \$24.00  
Shelby Cnty Judge of Probate, AL  
02/27/2018 12:42:28 PM FILED/CERT

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

**TRACT I:**

Begin at the SE corner of the NW ¼ of SW ¼ of Section 5, Township 21 South, Range 1 East; thence North along the East boundary of the NW ¼ of SW ¼ a distance of 180 feet; thence West and parallel to the South boundary of said NW ¼ of SW ¼ a distance of 105 feet; thence South parallel to the East boundary of said NW ¼ of SW ¼ a distance of 180 feet to the intersection with the South boundary of said NW ¼ of SW ¼; thence East along the South boundary of said NW ¼ of SW ¼ a distance of 105 feet to the point of beginning. Said land is lying in the NW ¼ of SW ¼ of Section 5, Township 21, Range 1 East, Shelby County, Alabama.

ALSO, a parcel of land situated in the NE ¼ of SW ¼ of Section 5, Township 21 South, Range 1 East, described as follows:


Commencing at the SE corner of the NW ¼ of SW ¼ of said section; thence run North 2 degrees West along the East line of said forty a distance of 156.4 feet to the West right of way line of said forty a distance of 156.4 feet to the West right of way line of the Blue Springs Westover Highway; thence a distance of 156.74 feet to the South line of the NE ¼ of SW ¼ of said section; thence South 87 degrees 15 minutes West a distance of 12.62 feet to the point of beginning.

**TRACT II:**

Commence at the SE corner of the NW ¼ of SW ¼ of Section 5, Township 21 South, Range 1 East; thence run North along the East line of said ¼-¼ section a distance of 180.0 feet; thence turn an angle of 90 degrees 45 minutes to the left and run a distance of 1.90 feet to the West right of way line of Shelby County Highway #55 to the point of beginning; thence continue in the same direction a distance of 103.10 feet; thence turn an angle of 89 degrees 15 minutes to the left and run a distance of 153.87 feet to the North margin of a gravel road; thence turn an angle of 89 degrees 15 minutes to the right and run along the North margin of said road a distance of 56.80 feet; thence turn an angle of 100 degrees 31 minutes to the right and run a distance of 244.30 feet; thence turn an angle of 83 degrees 54 minutes to the right and run a distance of 119.20 feet to the West right of way line of Highway #55; thence turn an angle of 86 degrees 20 minutes to the right and run along said right of way line a distance of 61.86 feet; thence turn an angle of 4 degrees 37 minutes to the left and run along said right of way line a distance of 18.35 feet to the point of beginning. Situated in the NW ¼ of the SW ¼ of Section 5, Township 21 South, Range 1 East, Shelby County, Alabama.

**TRACT III:**

Commence at the SE corner of the NW ¼ of the SW ¼ of Section 5, Township 21 South, Range 1 East; thence run North along the East line of said ¼-¼ section a distance of 180.0 feet; thence turn an angle of 90 degrees 45 minutes to the left and run a distance of 1.90 feet to the West right of way line of Shelby County Highway #55; thence continue in the same direction a distance of 103.10 feet; thence turn an angle of 89 degrees 15 minutes to the left and run a distance of 153.87 feet to the North margin of a gravel road; thence turn an angle of 89 degrees 15 minutes to the right and run along the North margin of said road a distance of 56.80 feet; thence turn an angle of 100 degrees 31 minutes to the right and run a distance of 244.30 feet to the point of beginning; thence turn an angle of 96 degrees 06 minutes to the left and run a distance of 189.87 feet to a point; thence turn to the left an angle of 90 degrees and run a distance of 243.33 feet to a point on the North margin of a gravel road, thence turn to the left and run easterly along the North margin of said gravel road a distance of 168.17 feet to a point, which said point is also the southwestern corner of lot deeded by W. W. Stinson and Elizabeth Stinson to Doyce C. Armstrong by deed dated December 13, 1966 and recorded in Deed Book 246, Page 212 in the Probate Records of Shelby County, Alabama; thence turn to the left and run northeasterly a distance of 244.3 feet along the westerly boundary of property deeded to Doyce C. Armstrong by Deed Book 246, Page 212, to the point of beginning.

  
20180227000062380 4/4 \$24.00  
Shelby Cnty Judge of Probate, AL  
02/27/2018 12:42:28 PM FILED/CERT