

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:

James Lewis Pitts
Patricia Pitts
1921 Highway 7
Wilsonville, AL 35186-0000



20180425000139820 1/4 \$25 00
Shelby Cnty Judge of Probate, AL
04/25/2018 01:54:54 PM FILED/CERT

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



MODIFICATION OF MORTGAGE



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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 March 23, 2018, is made and executed between James Lewis Pitts and Patricia Pitts, husband and wife, as an inducement to mortgagee and as an accommodation to James Lewis Pitts (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 April 14, 2008 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded on 04/30/08 by Instrument Number 20080430000175890 in the Judge of Probate Office of Shelby County, Alabama. Said mortgage was further modified on 04/17/13 and recorded on 05/14/13 by Instrument Number 20130514000198590.

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 1921 Highway 7, Wilsonville, AL 35186-0000.

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

Principal is being decreased from \$50,000.00 to \$19,000.00.

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.

FUTURE ADVANCES OR RE-ADVANCES. In addition to the Note, this Mortgage secures all other indebtedness of the Grantor to the Lender whether or not such indebtedness exists at the time this Mortgage is executed by the Grantor, including future advances or re-advances of

MODIFICATION OF MORTGAGE
(Continued)

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indebtedness made by Lender, and whether or not such indebtedness is primary or secondary, direct or indirect, contingent or absolute, matured or un-matured, as guarantor or otherwise, joint or several, and otherwise secured or not. This Mortgage secures, in addition to the amounts specified in the Note, future advances or re-advances in an unlimited amount, including any renewal, extension, modification or increase, together with all interest thereon, which Lender may make pursuant to the terms and conditions of the Note or any other note, loan agreement, security agreement, mortgage, deed of trust, collateral pledge agreement, contract, assignment, or any other instrument or agreement of any kind now or hereafter existing as security for or executed in connection with this or any related indebtedness.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED MARCH 23, 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 James Lewis Pitts (Seal)
James Lewis Pitts

X Patricia Pitts (Seal)
Patricia Pitts

LENDER:

BRYANT BANK

X Billy R. Jones (Seal)
Billy R Jones, City President

This Modification of Mortgage prepared by:

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

INDIVIDUAL ACKNOWLEDGMENT

STATE OF AL)
COUNTY OF Shelby) SS
)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **James Lewis Pitts and Patricia Pitts, 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 23rd day of March, 2018.

Halrisha S. McCoy
Notary Public

My Commission Expires April 11, 2021

My commission expires _____



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(Continued)

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LENDER ACKNOWLEDGMENT

STATE OF AL)
COUNTY OF Shelby) SS
)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **Billy R Jones** whose name as **City President** 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 **City President** of **Bryant Bank**, executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 23rd day of March, 20 18.
Melinda S. Allen
Notary Public

My commission expires _____
My Commission Expires April 11, 2021



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EXHIBIT A

A lot or parcel of land lying and being situated in the E ½ of the NE ¼ of the NW ¼, Section 10, Township 21 South, Range 1 East, Shelby County, Alabama, and being more particularly described as follows: From the Southwest corner of said twenty acre tract (said point being 1274.8 feet southerly of and along a fence, from the South right of way line of the Southern Railroad) run South 86 degrees 17 minutes East along a fence being the common boundary line between the property of Pitts and Barnes, for a distance of 340.5 feet to the point of beginning of subject parcel of land; from said point thus established, continue to run said course along said line for 313.5 feet to a point on the West right of way line of Shelby County Road No. 7, a paved public road, with said point being 152.8 feet northerly of and along the right of way line of said road from a concrete right of way marker; run thence North 11 degrees 08 minutes East along said right of way line of said road for 139.2 feet; thence run North 86 degrees 17 minutes West for a distance of 313.5 feet; run thence South 11 degrees 08 minutes West for 139.2 feet, and back to the point of beginning, being bounded on the North by lands of Edwin Pitts and on the West by lands of Edwin Pitts and on the South by lands of Mr. Barnes, and on the East by public road right of way.



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