

Loan Modification

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:

Gary Horton
Kristy Moore Horton
422 Hwy 314
Columbiana, AL 35051

20180627000229780 1/4 \$99.00
Shelby Cnty Judge of Probate, AL
06/27/2018 03:18:48 PM FILED/CERT

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

BRYANT BANK

MODIFICATION OF MORTGAGE



#####%0740%05182018%#####

Notice: The original principal amount available under the Note (as defined below), which was \$55,000.00 (on which any required taxes already have been paid), now is increased by an additional \$50,000.00.

THIS MODIFICATION OF MORTGAGE dated May 18, 2018, is made and executed between Gary Horton and Kristy Moore Horton, 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 March 27, 2018 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded on 05/17/18 by Instrument Number 20180517000171020 in the Office of Judge of Probate Shelby, Alabama.

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 422 Hwy 314, Columbiana, AL 35051.

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

Principal Increase from \$55,000.00 to \$105,000.00.

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 endorers 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)

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GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED MAY 18, 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 *Gary Horton* (Seal)
Gary Horton

X *Kristy Moore Horton* (Seal)
Kristy Moore Horton

LENDER:

BRYANT BANK

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

This Modification of Mortgage prepared by:

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

INDIVIDUAL ACKNOWLEDGMENT

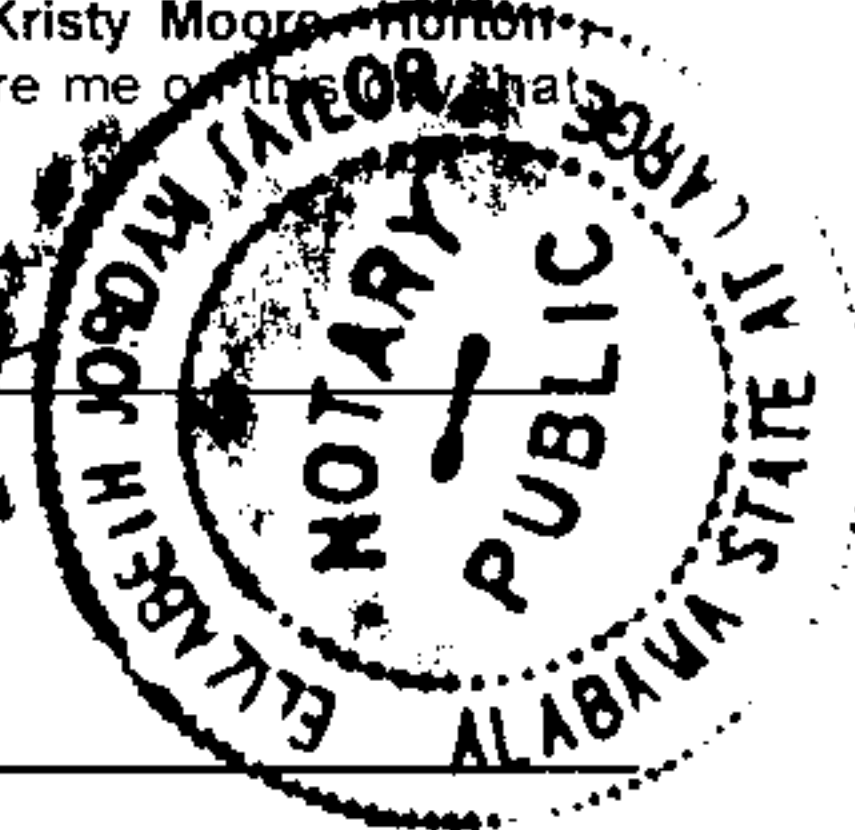
STATE OF Alabama)
COUNTY OF Shelby) SS
)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Gary Horton and Kristy Moore Horton, 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 18 day of May, 2018

Elizabeth A. Taffa
Notary Public

My commission expires 11-12-19



MODIFICATION OF MORTGAGE
(Continued)

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LENDER 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 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 18th day of May 20 18.

Melinda S. Allen
Notary Public

My commission expires

My Commission Expires April 11, 2021



EXHIBIT "A"
LEGAL DESCRIPTION

A parcel of land situated in the SE 1/4 of Section 29, Township 21 South, Range 1 West; thence run North 35 degrees 42 minutes 51 seconds West run 755.13 feet to the point of beginning; thence 34 degrees 35 minutes 47 seconds left run westerly 210.00 feet; thence 90 degrees right run northerly 210.00 feet; thence 90 degrees right run easterly 210.00 feet; thence 90 degrees right and run southerly 210 feet to the point of beginning; being situated in Shelby County, Alabama.

ALSO: A 30 foot easement, the centerline of which being more particularly described as follows: Commence at the SE corner of Section 29, Township 21 South, Range 1 West; thence run North 35 degrees 42 minutes 51 seconds West run 755.13 feet; thence 34 degrees 35 minutes 47 seconds left run westerly 130.35 feet to the point of beginning; thence 92 degrees 51 minutes 28 seconds left run southerly 41.60 feet; thence 18 degrees 28 minutes 21 seconds left run 66.47 feet; thence 6 degrees 19 minutes 49 seconds right run 97.91 feet; thence 9 degrees 27 minutes 22 seconds right run 94.29 feet; thence 11 degrees 11 minutes 34 seconds right run 86.52 feet; thence 11 degrees 53 minutes 59 seconds right run 64.29 feet; thence 15 degrees 03 minutes 11 seconds right run 212.42 feet; thence 8 degrees 53 minutes 28 seconds right run southwesterly 179.56 feet; thence 7 degrees 21 minutes 20 seconds left run 125.48 feet; thence 01 degree 37 minutes 11 seconds left run 400.39 feet; thence 16 degrees 55 minutes 46 seconds left run 47.11 feet; thence 9 degrees 48 minutes 32 seconds right run 44.51 feet; thence 15 degrees 48 minutes 27 seconds right run 46.25 feet; thence 5 degrees 42 minutes 50 seconds right run 87.09 feet; thence 4 degrees 49 minutes 33 seconds left run 105.93 feet; thence 6 degrees 31 minutes 25 seconds right run 116.04 feet to the point of beginning; being situated in Shelby County, Alabama.



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