


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


20180711000245910 1/4 \$39.00
Shelby Cnty Judge of Probate, AL
07/11/2018 10:01:01 AM FILED/CERT

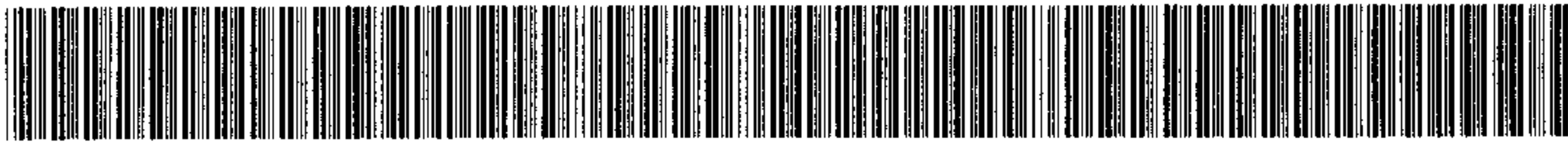
SEND TAX NOTICES TO:

Bennie Warren Holcombe
320 Highway 25 E
Columbiana, AL 35051-0000

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

BRYANT BANK

MODIFICATION OF MORTGAGE



#####%0740%06082018%#####

Notice: The original principal amount available under the Note (as defined below), which was \$50,000.00 (on which any required taxes already have been paid), now is increased by an additional \$10,000.00.

THIS MODIFICATION OF MORTGAGE dated June 8, 2018, is made and executed between Bennie W. Holcombe, an unmarried woman (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 May 10, 2013 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded on 06/05/13 by Instrument Number 20130605000230490 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"

Bennie W Holcombe and Bennie Warren Holcombe are one and the same person

The Real Property or its address is commonly known as 320 Highway 25 East, Columbiana, AL 35051.

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

Principal Increase from \$50,000.00 to \$60,000.00.

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 indebtedness made by Lender, and whether or not such indebtedness is primary or secondary, direct or indirect, contingent or absolute, matured

MODIFICATION OF MORTGAGE
(Continued)

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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 JUNE 8, 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:

Bennie Warren Holcombe (Seal)
Bennie Warren Holcombe

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)
) SS
COUNTY OF Shelby)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **Bennie Warren Holcombe, an unmarried woman**, whose name 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 Modification, he or she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 8 day of June, 2018.

Julie J. Nichols
Notary Public

My commission expires MY COMMISSION EXPIRES AUGUST 12, 2018



20180711000245910 2/4 \$39.00
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MODIFICATION OF MORTGAGE
(Continued)

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LENDER ACKNOWLEDGMENT

STATE OF Alabama

)

) SS

COUNTY OF Shelby

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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 8 day of June, 2018.

Julie J. [Signature]
Notary Public

My commission expires MY COMMISSION EXPIRES AUGUST 12, 2018



EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL I:

A parcel of land situated in the NW $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 24, Township 21 South, Range 1 West, described as follows: Commence at the SW corner of the NW $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 24, Township 21 South, Range 1 West; thence run North along the West line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section a distance of 863.58 feet to the point of beginning; thence continue North along said line a distance of 71.35 feet; thence turn an angle of 110 degrees 45 minutes to the right and run a distance of 308.73 feet; thence turn an angle of 30 degrees 02 minutes to the right and run a distance of 148.36 feet; thence turn an angle of 53 degrees 19 minutes to the left and run a distance of 171.85 feet to the West right of way line of Alabama Highway No. 25; thence turn an angle of 109 degrees 06 minutes to the right and run along said right of way line a distance of 25.00 feet; thence turn an angle of 70 degrees 54 minutes to the right and run a distance of 455.00 feet; thence turn an angle of 66 degrees 29 minutes to the right and run a distance of 210.84 feet to the point of beginning. Situated in NW $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 24, Township 21 South, Range 1 West, Shelby County, Alabama.

PARCEL II:

Commence at the SW corner of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$, Section 24, Township 21 South, Range 1 West; thence run North along the West line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section a distance of 863.58 feet; thence turn an angle of 153 degrees 57 minutes to the right and run a distance of 210.84 feet to the point of beginning; thence continue in the same direction a distance of 234.40 feet; thence turn an angle of 66 degrees 30 minutes to the left and run a distance of 75.00 feet; thence turn an angle of 52 degrees 30 minutes to the left and run a distance of 270.42 feet; thence turn an angle of 127 degrees 29 minutes to the left and run a distance of 333.15 feet to the point of beginning. Situated in the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$, Section 24, Township 21 South, Range 1 West, Shelby County, Alabama.

