

**RECORDATION REQUESTED BY:**

Bryant Bank  
Cahaba Village  
2700 Cahaba Village  
Mountain Brook, AL 35243

**WHEN RECORDED MAIL TO:**

Bryant Bank  
P.O. Office Box 2087  
Birmingham, AL 35201

**SEND TAX NOTICES TO:**

Winston Paul Wilson  
Elyse Angel Wilson  
170 Ivy Way  
Columbiana, AL 35051-0000

20180726000267320 1/3 \$89.25  
Shelby Cnty Judge of Probate, AL  
07/26/2018 12:21:42 PM FILED/CERT

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

**BRYANT BANK**

**MODIFICATION OF MORTGAGE**



\*#####%0740%07162018%#####\*

**Notice:** The original principal amount available under the Note (as defined below), which was \$364,000.00 (on which any required taxes already have been paid), now is increased by an additional \$45,500.00.

**THIS MODIFICATION OF MORTGAGE** dated July 16, 2018, is made and executed between Winston Paul Wilson and Elyse Angel Wilson, husband and wife (referred to below as "Grantor") and Bryant Bank, whose address is 2700 Cahaba Village, Mountain Brook, AL 35243 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated June 6, 2017 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded on 06/13/17 by Instrument Number 20170613000209260 in the Judge of Probate Office of Shelby County, Alabama.

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

Lot 1, of the Emanuel Family Subdivision, recorded in Map Book 48, Page 1, in the Office of the Probate Office of Shelby County, Alabama

The Real Property or its address is commonly known as 249 Ivy Way, Columbiana, AL 35051.

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

**Principal Increase from \$364,000.00 to \$409,500.00.**

**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 endorser 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 or un-matured, as guarantor or otherwise, joint or several, and otherwise secured or not. This Mortgage secures, in addition to the amounts

MODIFICATION OF MORTGAGE  
(Continued)

Page 2

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 JULY 16, 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 Winston Paul Wilson (Seal)

X Elyse Angel Wilson (Seal)

LENDER:

BRYANT BANK

X David Agee, Commercial Banker (Seal)

This Modification of Mortgage prepared by:

Name: Halrisha McCoy  
Address: 2700 Cahaba Village  
City, State, ZIP: Mountain Brook, AL 35243

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama

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) SS  
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COUNTY OF Jefferson

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **Winston Paul Wilson and Elyse Angel Wilson, 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 16th day of July, 20 18.

Jessica L. Brown  
Notary Public

My commission expires 4-19-2021



20180726000267320 2/3 \$89.25  
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MODIFICATION OF MORTGAGE  
(Continued)

Page 3

LENDER ACKNOWLEDGMENT

STATE OF Alabama

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COUNTY OF Jefferson

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I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **David Agee** whose name as **Commercial Banker 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 **Commercial Banker of Bryant Bank**, executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 16th day of July, 2018.

Jessica L. Brown  
Notary Public

My commission expires 4-19-2021



Originator Names and Nationwide Mortgage Licensing System and Registry IDs:

Organization: **Bryant Bank**

NMLSR ID: **582857**

Individual: **David Agee**

NMLSR ID: **811303**

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