

**RECORDATION REQUESTED BY:**

River Bank & Trust  
Auburn Office  
2394 East University Drive  
P.O. Box 3405  
Auburn, AL 36830

**20180831000316000**  
**08/31/2018 03:37:41 PM**  
**MORTAMEN 1/3**

**WHEN RECORDED MAIL TO:**

River Bank & Trust  
Auburn Office  
2394 East University Drive  
P.O. Box 3405  
Auburn, AL 36830

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

**MODIFICATION OF MORTGAGE**



\*#####048540108232018\*

**Notice:** The original principal amount available under the Note (as defined below), which was \$395,500.00 (on which any required taxes already have been paid), now is increased by an additional \$36,020.00.

**THIS MODIFICATION OF MORTGAGE** dated August 23, 2018, is made and executed between **MICHAEL SMITH** and **ANGELA M. SMITH; HUSBAND AND WIFE**, whose address is **1076 CRAWFORD COURT, CHELSEA, AL 35043** (referred to below as "Grantor") and River Bank & Trust, whose address is **2394 East University Drive, P.O. Box 3405, Auburn, AL 36830** (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated January 26, 2018 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

**RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA ON 01/30/2018 AS 20180130000031670.**

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

**LOT 5A, ACCORDING TO A RESURVEY OF LOT 4 & 5, CHELSEA FARMS, AS RECORDED IN MAP BOOK 48, PAGE 60, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.**

The Real Property or its address is commonly known as **LOT 5, CHELSEA FARMS, CHELSEA, AL 35043.**

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

**PRINCIPAL INCREASE FROM 395,500.00 TO \$431,520.00.**

**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.



\*\*\*\*\*048540208232018\*

# MODIFICATION OF MORTGAGE (Continued)

Page 2

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED AUGUST 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  (Seal)  
MICHAEL SMITH

X  (Seal)  
ANGELA M. SMITH

LENDER:

RIVER BANK &amp; TRUST

X  (Seal)  
Jeffrey W. Stewart, Senior Vice President

This Modification of Mortgage prepared by:

Name: LESLIE BRADFORD, LENDING ASSISTANT  
Address: 2394 East University Drive  
City, State, ZIP: Auburn, AL 36830

## INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama

)

) SS

COUNTY OF Lee

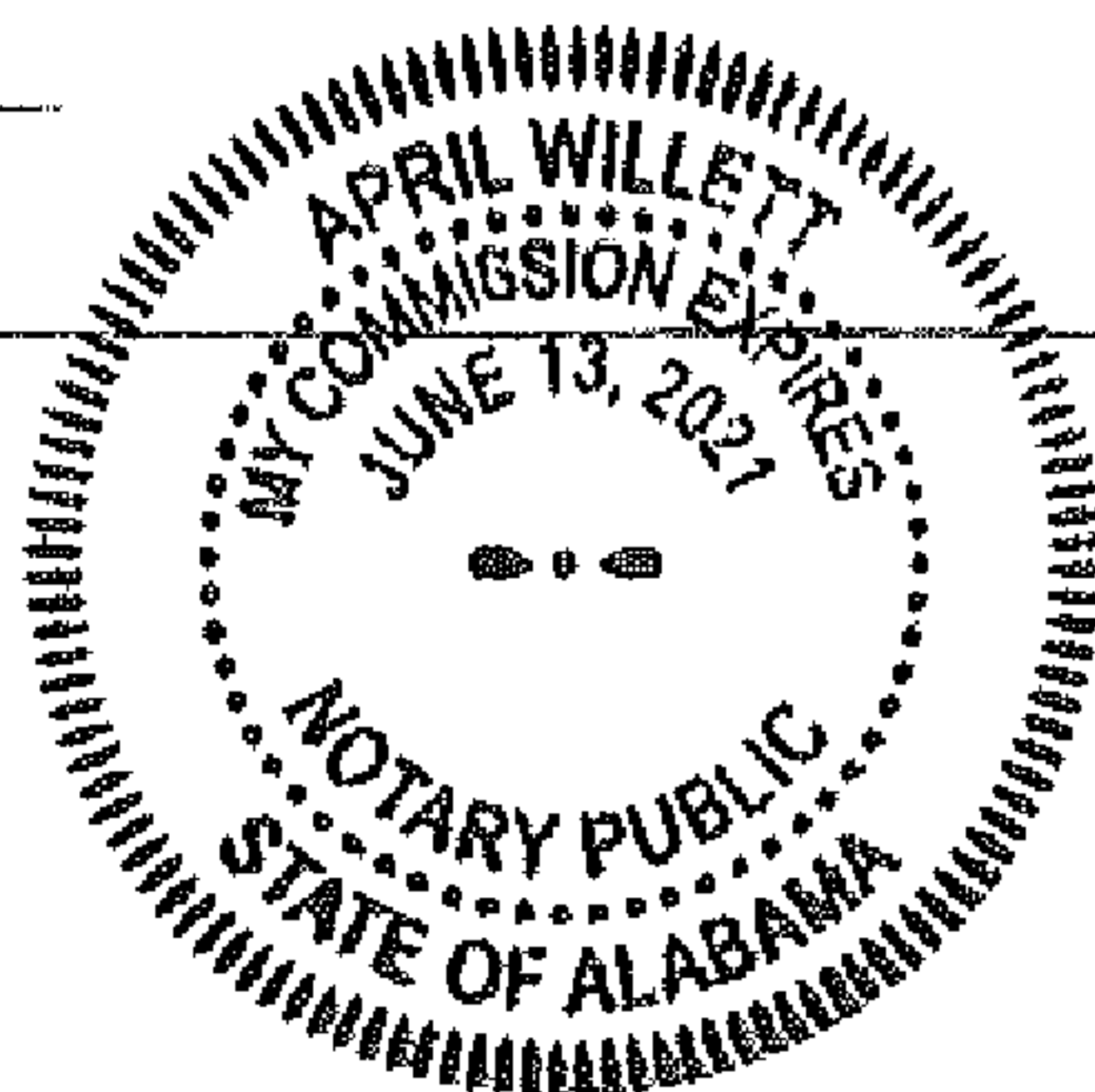
)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that MICHAEL SMITH and ANGELA M. SMITH, 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 August, 2018.

  
Notary Public

My commission expires 6-13-21





#####048540308232018\*

MODIFICATION OF MORTGAGE  
(Continued)

Page 3

LENDER ACKNOWLEDGMENT

STATE OF Alabama

)

COUNTY OF Lee

) SS

)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Jeffrey W Stewart whose name as Senior Vice President of River Bank & Trust 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 Senior Vice President of River Bank & Trust, executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 23<sup>rd</sup> day of August, 20 18.

[Signature]  
Notary Public

My commission expires 6-13-21



Originator Names and Nationwide Mortgage Licensing System and Registry IDs:

Organization: River Bank & Trust

NMLSR ID: 405629

Individual: Jeffrey Wayne Stewart

NMLSR ID: 1218662

LaserPro, Ver. 18.1.10.007 Copr. Finastra USA Corporation 1997, 2018. All Rights Reserved. - AL C:\CFNLPL\G201.FC TR-6463 PR-8



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
08/31/2018 03:37:41 PM  
\$75.15 CHERRY  
20180831000316000

Allen S. Bayl