

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:

Johnathan B. Gray
Lacey Cook Gray
780 Hebb Road
Wilsonville, AL 35186

20181107000394950 1/4 \$137.70
Shelby Cnty Judge of Probate, AL
11/07/2018 02:22:10 PM FILED/CERT

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

BRYANT BANK

MODIFICATION OF MORTGAGE



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Notice: The original principal amount available under the Note (as defined below), which was \$146,200.00 (on which any required taxes already have been paid), now is increased by an additional \$75,800.00.

THIS MODIFICATION OF MORTGAGE dated October 3, 2018, is made and executed between Johnathan B. Gray and Lacey Cook Gray, 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 November 18, 2016 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded on 12/21/16 by instrument number 20161221000465570 in the Office of Judge of Probate Shelby County, AL .

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 780 Hebb Road, Columbiana, AL 35051.

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

Principal Increase from \$146,200.00 to \$222,000.00

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 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.

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

MODIFICATION OF MORTGAGE
(Continued)

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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.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED OCTOBER 3, 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 Johnathan B. Gray (Seal)
Johnathan B. Gray

X Lacey Cook Gray (Seal)
Lacey Cook Gray

LENDER:

BRYANT BANK

X Melinda S. Tolleson (Seal)
Melinda S. Tolleson, 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 AL)
COUNTY OF Shelby) SS
)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Johnathan B. Gray and Lacey Cook Gray, 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 3rd day of Oct, 2018.

Melinda S. Tolleson
Notary Public

My commission expires My Commission Expires April 11, 2021



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MODIFICATION OF MORTGAGE
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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 **Melinda S Tolleson** 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 3 day of October, 20 18.

**My Commission Expires
August 7, 2022**

Melinda Tolleson
Notary Public

My commission expires _____



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Exhibit "A"

Commence at the Southeast corner of the SE 1/4 of the NE 1/4, Section 12, Township 21 South, Range 1 East; thence North 02 degrees 23 minutes 08 seconds East along the East line thereof for a distance of 1199.59 feet; thence North 79 degrees 51 minutes 14 seconds West for a distance of 14.41 feet to the point of beginning; thence North 79 degrees 51 minutes 14 seconds West for a distance of 279.22 feet; thence North 01 degree 20 minutes 22 seconds East for a distance of 100.05 feet; thence North 88 degrees 16 minutes 12 seconds West for a distance of 275.23 feet; thence South 07 degrees 13 minutes 43 seconds East for a distance of 369.37 feet; thence North 78 degrees 01 minute 18 seconds East for a distance of 230.88 feet; thence North 85 degrees 44 minutes 45 seconds East for a distance of 263.12 feet; thence North 05 degrees 12 minutes 22 seconds East for a distance of 142.07 feet to the Point of Beginning. Situated in Shelby County, Alabama.
According to revised survey of Karl Hager, RLS #11848, dated June 26, 2015.

For information purposes only, the property address is purported to be:
780 Hebb Road, Wilsonville, AL 35186



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