

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:

Wade Boothe
488 Fulton Springs Road
Alabaster, AL 35007-0000

20181228000450920 1/4 \$24.00
Shelby Cnty Judge of Probate, AL
12/28/2018 09:07:32 AM FILED/CERT

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



MODIFICATION OF MORTGAGE



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Notice: This Modification of Mortgage does not secure new indebtedness or an increased amount of debt under the Note (as defined below).

THIS MODIFICATION OF MORTGAGE dated November 21, 2018, is made and executed between Wade Boothe, a married man (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 December 15, 2008 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded on 12/23/08 in Instrument# 20081223000473840 in the Shelby County Judge of Probate.

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 454 Fulton Springs Road, Alabaster, AL 35007.

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

The purpose of the modification is to add the following Advances or Re-Advances language:

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.

This does not constitute the Homestead of the Grantor

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.

**MODIFICATION OF MORTGAGE
(Continued)**

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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.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED NOVEMBER 21, 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 Wade Boothe (Seal)
Wade Boothe

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LENDER:

BRYANT BANK

X John C Platt, Vice President (Seal)

This Modification of Mortgage prepared by:

Name: Donna Atchison
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 Wade Boothe, 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 21 day of November, 2018.

Cathy Ingram
Notary Public

My commission expires MY COMMISSION EXPIRES MARCH 24, 2021

MODIFICATION OF MORTGAGE
(Continued)

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LENDER ACKNOWLEDGMENT

STATE OF Alabama

)

) SS

COUNTY OF Shelby

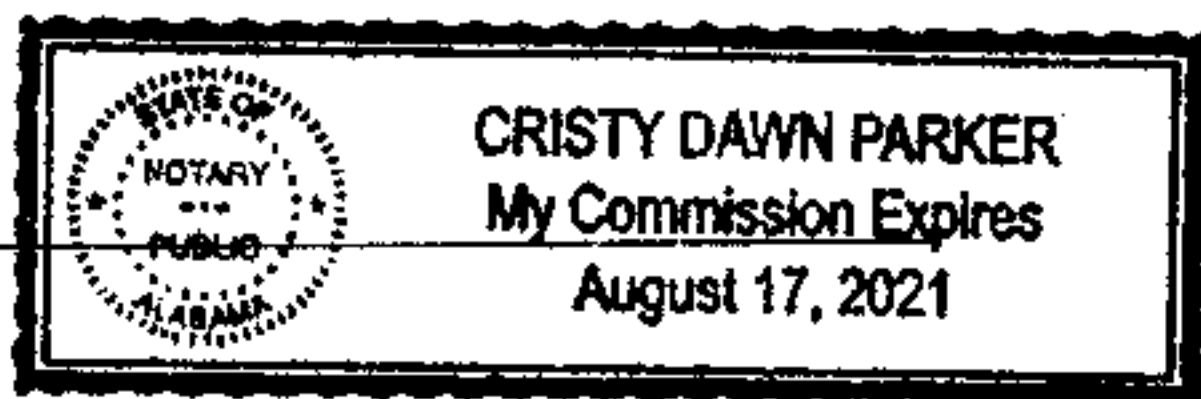
)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that John C Platt whose name as Vice President 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 Vice President of Bryant Bank, executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 21 day of Nov, 20 18.

Cristy D Parker
Notary Public

My commission expires



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EXHIBIT A

Commence at the Southeast corner of the Southwest Quarter of the Northeast Quarter of Section 14, Township 21 South, Range 3 West, Shelby County, Alabama, and run West along the South line of Quarter-Quarter Section for a distance of 832 feet; thence right 88 degrees 16 minutes and run Northerly for a distance of 853.62 feet to the point of beginning; thence continue along last described course 189.73 feet to a point of intersection with the center line of a public road, said point of intersection being in the arc of a curve turning to the left and having a central angle of 15 degrees, a radius of 425.22 feet, and a chord distance of 111.0 feet; thence right 95 degrees 48 minutes to chord and run Easterly along arc of said curve for an arc distance of 111.32 feet; thence right 87 degrees 21 minutes from chord and run Southerly for a distance of 200.16 feet; thence right 98 degrees 26 minutes and run Westerly for a distance of 101.65 feet for the point of beginning. LESS and EXCEPT 30.00 feet on the South side of said centerline of public road (40-feet per County right of way).

WRB



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