


RECORDATION REQUESTED BY:

Bryant Bank
Highway 280 S (Greystone)
5319 US Highway 280 South
Birmingham, AL 35242

WHEN RECORDED MAIL TO:

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


20190116000017120 1/4 \$25.00
Shelby Cnty Judge of Probate, AL
01/16/2019 11:18:07 AM FILED/CERT

SEND TAX NOTICES TO:

Walter R Higgins
Julie D Higgins
1293 Highway 87
Alabaster, AL 35007

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



MODIFICATION OF MORTGAGE



#####%0740%11152018%#####

THIS MODIFICATION OF MORTGAGE dated November 15, 2018, is made and executed between Walter R Higgins and Julie D Higgins; husband and wife (referred to below as "Grantor") and Bryant Bank, whose address is 5319 US Highway 280 South, Birmingham, AL 35242 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated November 15, 2017 (the "Mortgage") which has been recorded in Baldwin/Shelby County, State of Alabama, as follows:

Mortgage dated 11/15/17 recorded 2/06/18 at certificate 1678729 in the Judge of Probate of Baldwin County, Alabama and recorded on 2/14/18 at 20180214000048680 in the Shelby County Judge of Probate, Shelby County, Alabama and Corrected Mortgage recorded on 7/20/18 at Certificate 1709018 in the Judge of Probate of Baldwin County, Alabama and recorded on 7/26/18 at 20180726000267590 in the Shelby County Judge of Probate, Shelby County, Alabama.

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

See the exhibit or other description document which is attached to this Mortgage and made a part of this Mortgage as if fully set forth herein

Walter R Higgins and Julie D Higgins (Parcel 1) Baldwin County, Alabama
Julie D Higgins (Parcel II) Shelby County, Alabama

The Real Property or its address is commonly known as 29250 Perdido Beach Blvd Unit 101, Orange Beach, AL 36561 and 1117 Chancellors Ferry Rd, Harpersville, AL 35078.

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

The purpose of this Modification is to add the following Future Advances or Re-Advances language:

Future 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.

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

MODIFICATION OF MORTGAGE
(Continued)

Page 2

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 15, 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 Walter R Higgins (Seal)
Walter R Higgins

X Julie D Higgins (Seal)
Julie D Higgins

LENDER:

BRYANT BANK

X John C. Platt, Vice President (Seal)
John C. Platt, Vice President

This Modification of Mortgage prepared by:

Name: Mary Hudson
Address: 5319 US Highway 280 South
City, State, ZIP: Birmingham, AL 35242

INDIVIDUAL ACKNOWLEDGMENT

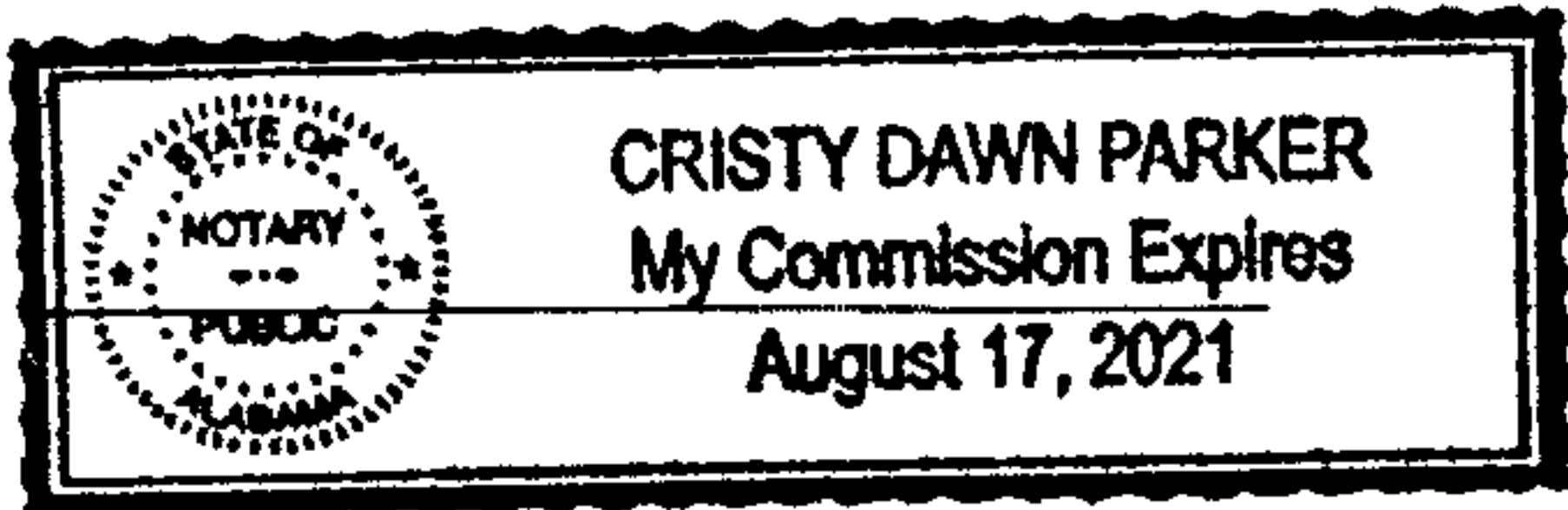
STATE OF Alabama)
) SS
COUNTY OF Shelby)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **Walter R Higgins and Julie D Higgins, 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 12th day of Dec, 20 18.

Christy D Parker
Notary Public

My commission expires



20190116000017120 2/4 \$25.00
Shelby Cnty Judge of Probate, AL
01/16/2019 11:18:07 AM FILED/CERT

MODIFICATION OF MORTGAGE
(Continued)

Page 3

LENDER ACKNOWLEDGMENT

STATE OF Alabama

)
) SS
)

COUNTY OF Shelby

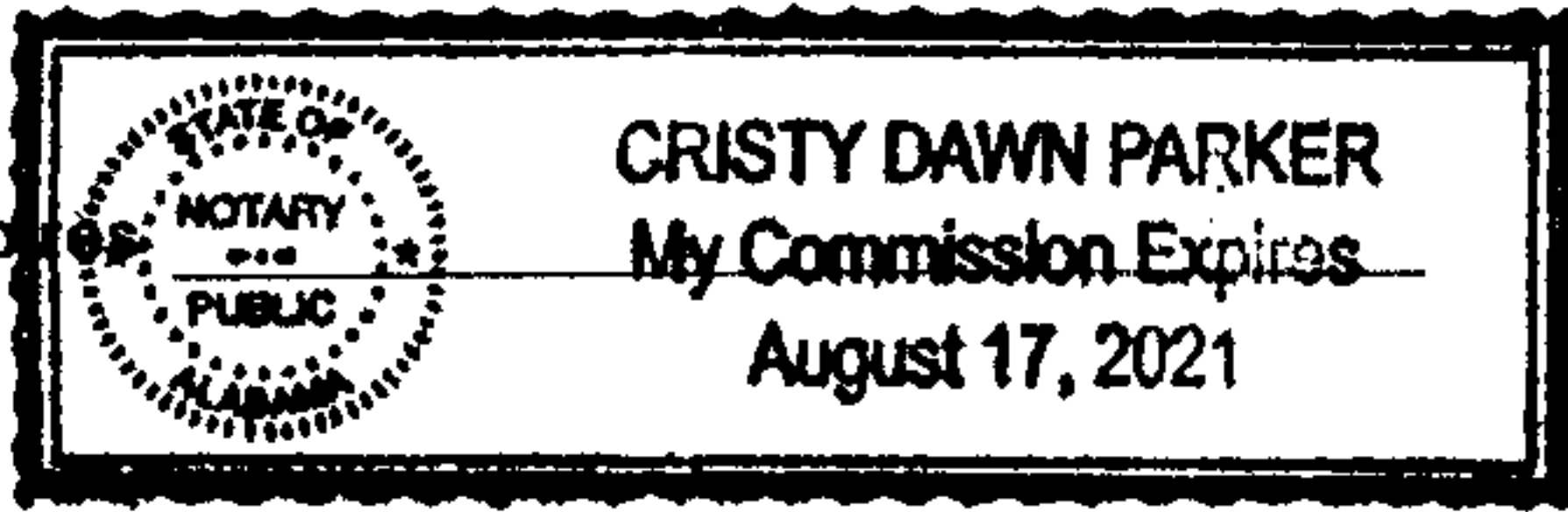
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that John C Platt whose name as Vice President of Bryant Bank is signed to the foregoing Modification and who is known to me, acknowledged before me on this day that, being informed of the contents of the 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 12th day of Dec, 20 18.

Cristy D Parker

Notary Public

My commission expires:



20190116000017120 3/4 \$25.00
Shelby Cnty Judge of Probate, AL
01/16/2019 11:18:07 AM FILED/CERT

Exhibit A

Legal Description

Parcel I

UNIT 101 PHASE I, THE BROADMOOR, a condominium, according to the condominium documents of record as follows: (all recording references being to the records in the Office of the Judge of Probate of Baldwin County, Alabama): Declaration of Condominium, and all exhibits attached thereto, including the By-Laws, dated March 18, 1985 and recorded in Miscellaneous Book 55, page 1532, et seq., as such condominium is further described and defined by Engineer's Certification Drawings filed October 24, 1985 in Miscellaneous Book 55, page 1566, et seq. TOGETHER WITH AN undivided interest in and to the common elements of THE BROADMOOR, of which said interest will reduce upon filing of Phase II as set forth by document above referenced. SUBJECT TO the Articles of Incorporation of THE BROADMOOR ASSOCIATION, INC., recorded in Miscellaneous Book 55 page 1608, and all rules and regulations promulgated pursuant thereto.

Parcel II

A parcel of land situated in the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 13, and in the NW $\frac{1}{4}$ or the NE $\frac{1}{4}$ of Section 24, all being in Township 20 South, Range 2 East, and being more particularly described as follows:

Commence at the Southwest corner of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 13, Township 20 South, Range 2 East, Shelby County Alabama; thence run East along the South line of said Section 13 a distance of 362.92 feet to the point of beginning; thence turn left 97 degrees 08 minutes 15 seconds and run Northwesterly a distance of 537.59 feet to the Southerly right of way line of Old Chancellor's Ferry Road; thence turn right 126 degrees 08 minutes 37 seconds and run Southeasterly along said right of way line a distance of 320.53 feet; thence turn left 14 degrees 52 minutes 35 seconds and continue Southeasterly along said right of way line a distance of 343.25 feet; thence turn right 53 degrees 59 minutes 21 seconds and run Southeasterly a distance of 604.70 feet to a point on the bank of the Coosa River; thence turn right 77 degrees, 16 minutes, 33 seconds and run Southwesterly along the bank of the Coosa River a distance of 432.03 feet; thence turn right 85 degrees 41 minutes 12 seconds and run Northwesterly a distance of 483.41 feet; thence turn left 9 degrees 52 minutes 39 seconds and continue Northwesterly a distance of 142.44 feet; thence turn right 41 degrees 39 minutes 31 seconds and continue Northwesterly a distance of 42.68 feet to the point of beginning. According to survey of Samuel J. Martin, RLS # 12501, dated February 21, 1996

Situated in SHELBY County, Alabama.



20190116000017120 4/4 \$25.00
Shelby Cnty Judge of Probate, AL
01/16/2019 11:18:07 AM FILED/CERT