

**RECORDATION REQUESTED BY:**

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



20190124000025350 1/4 \$25.00  
Shelby Cnty Judge of Probate, AL  
01/24/2019 11:10:07 AM FILED/CERT

**WHEN RECORDED MAIL TO:**

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

**SEND TAX NOTICES TO:**

Cyrus Wiser  
1711 Waters Edge Court  
Murfreesboro, TN 37130-0000

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

**BRYANT BANK**

**MODIFICATION OF MORTGAGE**



\*\*\*\*\*%0740%11062018%\*\*\*\*\*

**THIS MODIFICATION OF MORTGAGE** dated November 6, 2018, is made and executed between Cyrus Wiser, a married man (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 January 25, 2010 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Mortgage dated 1/25/10 and recorded on 3/10/10 by Instrument Number 20100310000070200 in the Judge of Probate of Shelby County, Alabama.

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

See the exhibit or other description document 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 45.4 Acres Highway 119, Alabaster, AL 35007.

**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 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.

MODIFICATION OF MORTGAGE  
(Continued)

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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 6, 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 Cyrus Wiser (Seal)

LENDER:

BRYANT BANK

X David C Agee, Commercial Banker (Seal)

This Modification of Mortgage prepared by:

Name: Mary Hudson  
Address: 2700 Cahaba Village  
City, State, ZIP: Mountain Brook, AL 35243

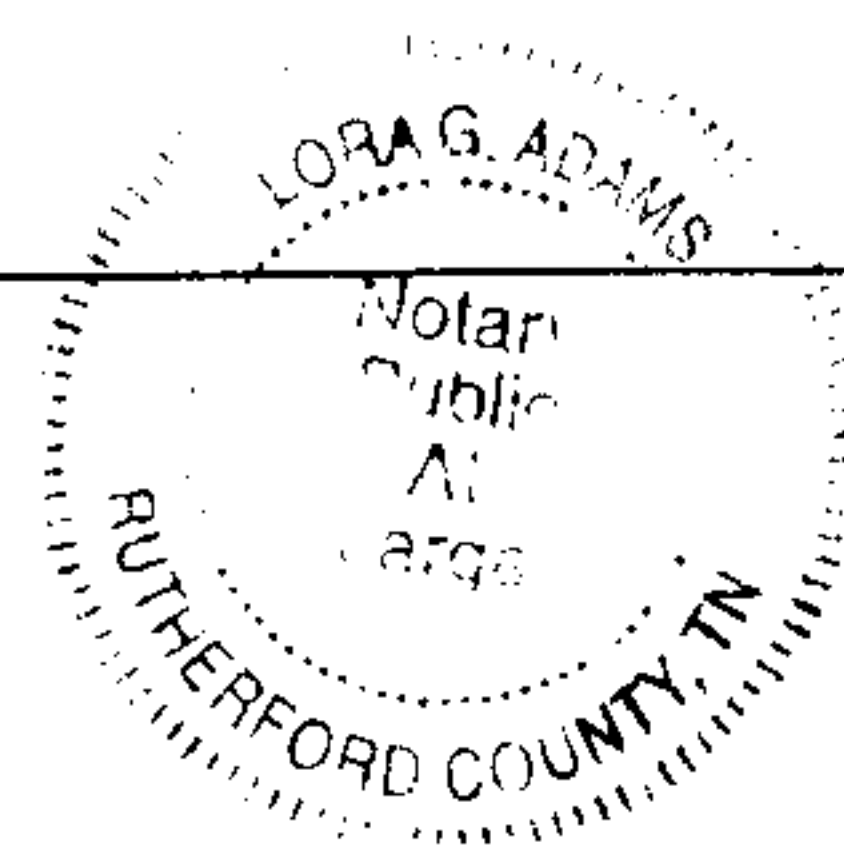
INDIVIDUAL ACKNOWLEDGMENT

STATE OF Tennessee )  
COUNTY OF Rutherford ) SS

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Cyrus Wiser, a married man, 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 14<sup>th</sup> day of January 20 19  
Lora G. Adams  
Notary Public

My commission expires 9/25/19



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MODIFICATION OF MORTGAGE  
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LENDER ACKNOWLEDGMENT

STATE OF Alabama

)

) SS

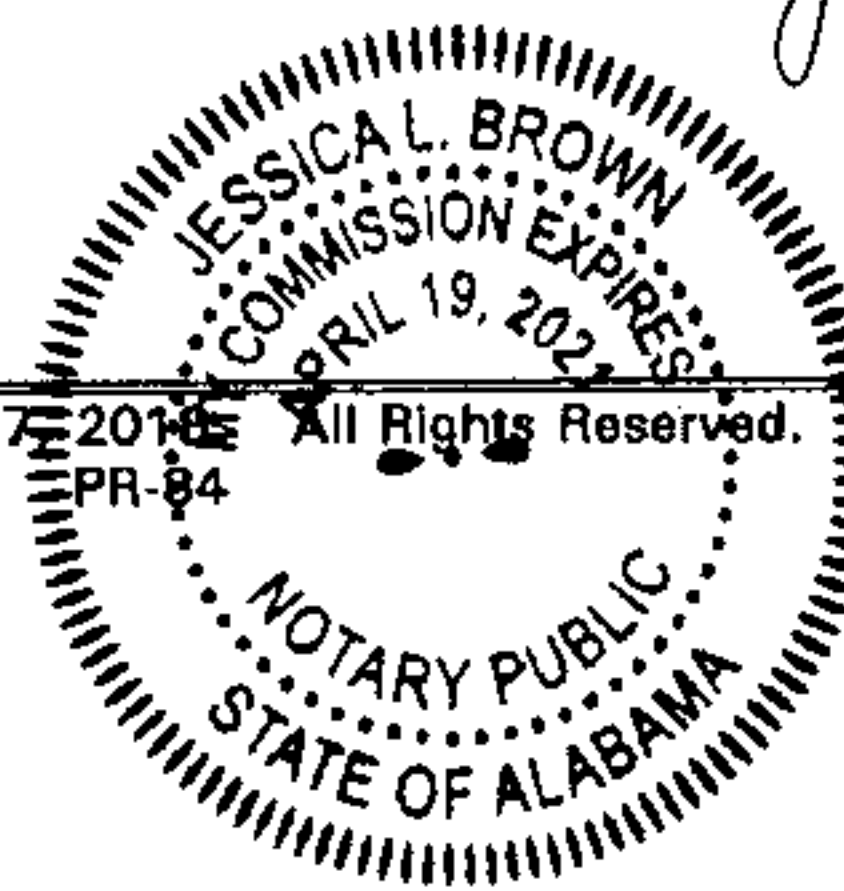
COUNTY OF Jefferson

)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that David C 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 18th day of January, 20 18  
Jessica L. Brown  
Notary Public

My commission expires 4-19-2021



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## EXHIBIT A

Part of Section 23, Township 21 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

From the Northeast corner of the Southeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of said Section 23 and run in a Southerly direction along the East line of said  $\frac{1}{4}$   $\frac{1}{4}$  Section for a distance of 954.48 feet to an existing iron pin; thence turn an angle to the right of 93 degrees 10 minutes 55 seconds and run in a Westerly direction for a distance of 783.04 feet to an existing iron pin; thence turn an angle to the right of 78 degrees 11 minutes 04 seconds and run in a Northwesterly direction for a distance of 72.76 feet to an existing iron pin; thence turn an angle to the left 78 degrees 05 minutes 53 seconds and run in a Westerly direction for a distance of 401.31 feet to an existing iron pin being on the East right-of-way line of Alabama Highway #119 and being the point of beginning; thence turn an angle to the right of 180 degrees and run in an Easterly direction for a distance of 401.31 feet more or less to an existing iron pin; thence turn an angle to the right of 79 degrees 05 minutes 53 seconds and run in a Southeasterly direction for a distance of 72.76 feet to an existing iron pin; thence turn an angle to the left of 78 degrees 11 minutes 04 seconds and run in an Easterly direction for a distance of 783.04 feet to an existing iron pin being on the East line of said Southeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 23; thence turn an angle to the right of 88 degrees 49 minutes 05 seconds and run in a Southerly direction along said East line of  $\frac{1}{4}$   $\frac{1}{4}$  Section for a distance of 385.69 feet to an existing iron pin; thence turn an angle to the left 88 degrees 28 minutes 31 seconds and run in an Easterly direction for a distance of 472.61 feet to an existing iron pin; thence turn an angle to the left of 91 degrees 31 minutes and run in a Northerly direction for a distance of 360.41 feet to an existing iron pin being the Southeast corner of Lot 6, Block 8, Green Valley, 4<sup>th</sup> sector as recorded in the Office of the Judge of Probate, Shelby County, Alabama in Map Book 7, Page 10; thence turn an angle to the right 90 degrees 00 minutes 51 seconds and run in an Easterly direction along the end of the right-of-way for Brenda Drive for a distance of 60.0 feet to the Southwest corner of Lot 5, Block 7 of said Green Valley, 4<sup>th</sup> Sector; thence an angle to the right 89 degrees 59 minutes 09 seconds and run in a Southerly direction for a distance of 361.98 feet to an existing iron pin; thence turn an angle to the left of 88 degrees 29 minutes and run in an Easterly direction for a distance of 802.22 feet to an existing old pine heart with a tack in it; thence turn an angle to the right of 87 degrees 52 minutes 31 seconds and run in a Southerly direction for a distance of 664.27 feet to an existing fence corner; thence turn an angle to the right of 92 degrees 23 minutes 33 seconds and run in a Westerly direction along an existing fence line for a distance of 1341.97 feet; thence turn an angle to the right of 88 degrees 12 minutes 26 seconds and run in a Northerly direction for a distance of 106.84 feet; thence turn an angle to the left of 110 degrees 51 minutes 20 seconds and run in a Southwesterly direction for a distance of 479.06 feet to an existing iron pin; thence turn an angle to the right of 88 degrees 28 minutes 34 seconds and run in a Northwesterly direction for a distance of 254.52 feet to an existing iron pin; thence turn an angle to the left of 92 degrees 44 minutes 11 seconds and run in a Southwesterly direction for a distance of 300.24 feet more or less to a point on the east right-of-way line of Alabama Highway #119; thence turn an angle to the right and run in a Northwesterly direction along said East right-of-way line of Alabama Highway #119 for a distance of 1198.14 feet more or less to the point of beginning.

  
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