

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:

J. Frank Head
PO Box 757
Columbiana, AL 35051-0000

20190227000062280 1/4 \$76.50
Shelby Cnty Judge of Probate, AL
02/27/2019 02:54:50 PM FILED/CERT

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



MODIFICATION OF MORTGAGE



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Notice: The original principal amount available under the Note (as defined below), which was \$15,000.00 (on which any required taxes already have been paid), now is increased by an additional \$35,000.00.

THIS MODIFICATION OF MORTGAGE dated January 25, 2019, is made and executed between J. Frank Head, an unmarried 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 February 19, 2016 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded on 03/10/16, instrument number 20160310000077350, 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 204 East Sterrett St, Columbiana, AL 35051-0000.

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

The purpose of this modification is to increase the mortgage amount to \$50,000.00 and to add the following Future advances or Re-Advances language.

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

**MODIFICATION OF MORTGAGE
(Continued)**

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"Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorser 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 JANUARY 25, 2019.

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 J. Frank Head (Seal)
J. Frank Head

LENDER:

BRYANT BANK

X Melinda S Tolleson (Seal)
Melinda S Tolleson, Branch Manager

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This Modification of Mortgage prepared by:

Name: Julie Nichols
Address: 21290 Hwy 25
City, State, ZIP: Columbiana, AL 35051

INDIVIDUAL ACKNOWLEDGMENT

STATE OF AL)
) SS
COUNTY OF Shelby)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that J. Frank Head, an unmarried 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 25th day of Jan, 2019.

Melinda S Tolleson
Notary Public

My commission expires ~~My Commission Expires April 11, 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 **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 25 day of January, 2019.

Inelle Forrance
Notary Public

My Commission Expires
August 7, 2022

My commission expires _____



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Exhibit "A"


PARCEL I:

Begin at the Southwest corner of Section 24, Township 21 South, Range 1 West, and run North along the West line of said Section 540 feet to the North line of Sterrett Street in the Town of Columbiana, Alabama; thence in an easterly direction along the North line of Sterrett Street 1127 feet to the Southwest corner of the one acre Williams lot; thence West along the North line of Sterrett Street 230 feet to the point of beginning of the tract of land herein described; thence North 782.5 feet to the North line of said SW 1/4 of SW 1/4 of Section 24, Township 21 South, Range 1 West, thence West along said forty line 100 feet, thence South parallel to the East line of said lot 782.5 feet to the North line of Sterrett Street; thence easterly along said 100 feet to the point of beginning. All lying and being situated in the SW 1/4 of SW 1/4 of Section 24, Township 21 South, Range 1 West, Shelby County, Alabama

PARCEL II:

Begin at the SW corner of Section 24, Township 21 South, Range 1 West and run North along the West line of said Section 540 feet to the North line of Sterrett Street in the Town of Columbiana, Alabama; thence in an easterly direction along the North line of Sterrett Street 1127 feet to the SW corner of the one acre Williams lot; thence West along the North line of Sterrett Street 130 feet to the point of beginning of the tract of land herein described; thence North 782.5 feet to the North line of the SW 1/4 of SW 1/4 of Section 24, Township 21 South, Range 1 West, thence West along forty line 100 feet; thence South parallel with the East line of said 782.5 feet to the North line of Sterrett Street; thence East along said 100 feet to the point of beginning, all lying and being situated in the SW 1/4 of SW 1/4 of Section 24, Township 21 South, Range 1 West, Shelby County, Alabama.

For information purposes only, the property address is purported to be:
204 Sterrett St., Columbiana, AL 35051


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