

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:

T&J Rentals LLC
1020 Spyglass Lane
Birmingham, AL 35244-0000

20190304000067610 1/3 \$22.00
Shelby Cnty Judge of Probate, AL
03/04/2019 10:52:37 AM FILED/CERT

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



MODIFICATION OF MORTGAGE



#####%0740%10102018%#####

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 October 10, 2018, is made and executed between T&J Rentals LLC, a limited liability company (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 April 15, 2014 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Mortgage dated 4/15/14 recorded on 4/23/14 by Instrument #20140423000119170 in the Office of 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:

Lot 4-C, according to the Resurvey of Lot 4A, Resurvey of Lots 2, 3, & 4, Weatherly Commercial Subdivision, as recorded in Map Book 29, Page 50, in the Probate Office of Shelby County, Alabama.

The Real Property or its address is commonly known as 91 Weatherly Club Drive, 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

MODIFICATION OF MORTGAGE
(Continued)

Page 2

"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.

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 10, 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:

T&J RENTALS LLC

By: Timothy J Brunner (Seal)
Timothy J Brunner, Member of T&J Rentals LLC

LENDER:

BRYANT BANK

x Billy R Jones For (Seal)
Billy R Jones, City President

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This Modification of Mortgage prepared by:

Name: Mary Hudson
Address: 21290 Hwy 25
City, State, ZIP: Columbiana, AL 35051

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Alabama)
COUNTY OF Jefferson) SS
)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Timothy J Brunner, Member of T&J Rentals LLC, a limited liability company, 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 said Modification, he or she, as such member and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this 10th day of October 2018.
[Signature]
Notary Public

MY COMMISSION EXPIRES:
June 18, 2019

My commission expires _____

MODIFICATION OF MORTGAGE
(Continued)

Page 3

LENDER ACKNOWLEDGMENT

STATE OF Alabama

)

COUNTY OF Telfer

) SS

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

Given under my hand and official seal this

10th

day of

October

20

18

MY COMMISSION EXPIRES:
June 18, 2019

Shelby

Notary Public

My commission expires



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