

**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:**

Marvin G Autry  
121 Autry Drive  
Chelsea, AL 35043

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



**MODIFICATION OF MORTGAGE**



\*#####%0740%03152019%#####\*

**THIS MODIFICATION OF MORTGAGE** dated March 15, 2019, is made and executed between Marvin G Autry; 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 January 8, 2016 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Mortgage dated 1/8/16 and recorded on 2/4/16 at 20160204000036560 in the Judge of Probate Office of Shelby County, Alabama and Modification of Mortgage dated 1/13/16 and recorded on 2/8/16 at 20160208000038970 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 Exhibit A, which is attached to this Mortgage and made a part of this Mortgage as if fully set forth herein.

The Real Property or its address is commonly known as 90 A, B and C Autry Drive, Chelsea, AL 35043.

**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 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.



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Shelby Cnty Judge of Probate, AL  
04/09/2019 03:42:24 PM FILED/CERT

MODIFICATION OF MORTGAGE  
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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 MARCH 15, 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 Marvin G Autry (Seal)  
Marvin G Autry

LENDER:

BRYANT BANK

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

This Modification of Mortgage prepared by:

Name: Mary Hudson  
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 **Marvin G Autry, 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 15 day of March, 2019.

My Commission Expires  
August 7, 2022

My commission expires

Michelle Tolan  
Notary Public

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MODIFICATION OF MORTGAGE  
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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 15 day of March, 2019.

In the Person

Notary Public

**My Commission Expires**

My commission expires August 7, 2022

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Shelby Cnty Judge of Probate, AL  
04/09/2019 03:42:24 PM FILED/CERT

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

Commence at the NW corner of the NW 1/4 of NE 1/4, Section 34, Township 19 South, Range 1 West, Shelby County, Alabama, and run thence Easterly along the North line of said 1/4 - 1/4 on a bearing of North 89 degrees 32 minutes 18 seconds East a distance of 277.42 feet to a point; thence run South 33 degrees 55 minutes 38 seconds East a distance of 99.55 feet to the point of beginning of the property being described; thence continue along last described course a distance of 89.87 feet to a point; thence run North 56 degrees 04 minutes 22 seconds East a distance of 36.00 feet to a point; thence run South 33 degrees 55 minutes 38 seconds East a distance of 66.08 feet to a point; thence run North 56 degrees 18 minutes 31 seconds East a distance of 25.15 feet to a point; thence run North 14 degrees 10 minutes 10 seconds West a distance of 24.53 feet to a point; thence run North 48 degrees 37 minutes 39 seconds East a distance of 110.91 feet to a point; thence run North 25 degrees 27 minutes 27 seconds West a distance of 65.48 feet to a point; thence run South 71 degrees 58 minutes 05 seconds West a distance of 196.55 feet to the point of beginning.

There is attendant to and a part of this property an access easement fifteen feet in width, the centerline of which is herewith described: Commence at the NW corner of the NW 1/4 of NE 1/4 of Section 34, Township 19 South, Range 1 West, Shelby County, Alabama, and run thence Easterly along the North line of said 1/4 - 1/4 on a bearing of North 89 degrees 32 minutes 18 seconds East a distance of 277.42 feet to a point; thence run South 33 degrees 55 minutes 38 seconds East a distance of 99.55 feet to a point; thence run North 71 degrees 58 minutes 05 seconds East a distance of 20.0 feet to the point of beginning on centerline of the easement being described; thence run North 18 degrees 01 minutes 55 seconds West a distance of 41.02 feet to a point; thence run South 37 degrees 36 minutes 47 seconds West a distance of 123.37 feet to a point; thence run South 30 degrees 47 minutes 48 seconds West a distance of 90.06 feet to a point; thence run South 44 degrees 23 minutes 46 seconds West a distance of 55.27 feet to a point; thence run South 54 degrees 49 minutes 16 seconds West a distance of 40.43 feet to a point; thence run South 63 degrees 53 minutes 26 seconds West a distance of 55.67 feet to a point; thence run South 68 degrees 33 minutes 35 seconds West a distance of 75.42 feet to the intersection of said centerline of said easement with the Easterly right of way line of Shelby County Highway No. 47.

Situated in Shelby County, Alabama.

