

20190606000197370
06/06/2019 12:49:35 PM
MORTAMEN 1/4

RECORDATION REQUESTED BY:

Bryant Bank
Trussville
137 Main Street
Trussville, AL 35173

WHEN RECORDED MAIL TO:

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

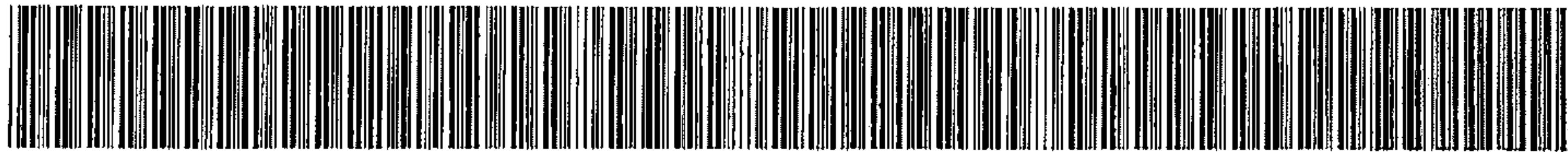
SEND TAX NOTICES TO:

Jeffcarr LLC
PO Box 1098
Trussville, AL 35173-0000

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



MODIFICATION OF MORTGAGE



*****%0740%05202019%*****

THIS MODIFICATION OF MORTGAGE dated May 20, 2019, is made and executed between Jeffcarr LLC, whose address is PO Box 1098, Trussville, AL 35173-0000 (referred to below as "Grantor") and Bryant Bank, whose address is 137 Main Street, Trussville, AL 35173 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated December 19, 2008 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Mortgage dated 12/19/08 and recorded on 12/30/08 by Instrument Number 20081230000479170 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:

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 7921 Helena Road, Pelham, AL 35124.

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.

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 MAY 20, 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:

JEFFCARR LLC

By: [Signature] (Seal)
Paul O Carruth Jr, Authorized Member of Jeffcarr LLC

LENDER:

BRYANT BANK

X [Signature] (Seal)
Jeremy W Tuggle, City President

This Modification of Mortgage prepared by:

Name: Mary Hudson
Address: 137 Main Street
City, State, ZIP: Trussville, AL 35173

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

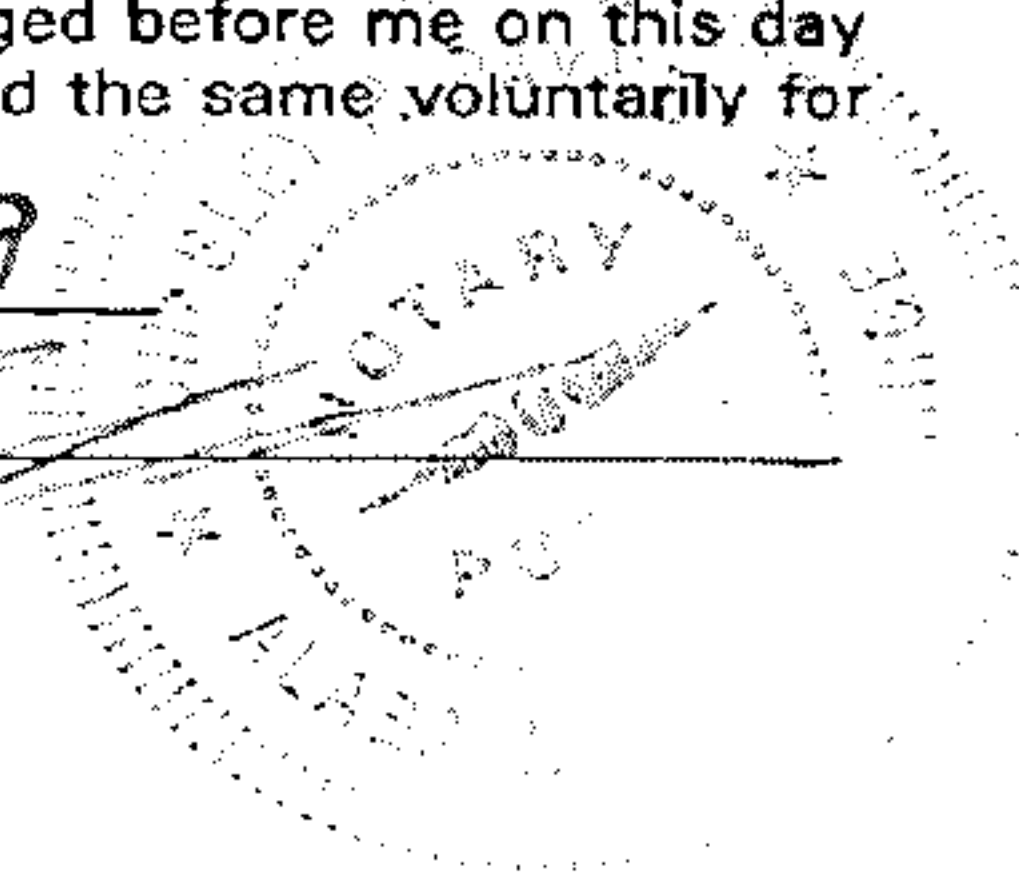
STATE OF Alabama)
COUNTY OF Jefferson) SS
)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Paul O Carruth Jr, Authorized Member of Jeffcarr 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 20th day of May, 2019

My commission expires 7-31-19

[Signature]
Notary Public



MODIFICATION OF MORTGAGE
(Continued)

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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 Jeremy W Tuggle 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 20th day of May 2019

My commission expires 7-31-19

Notary Public

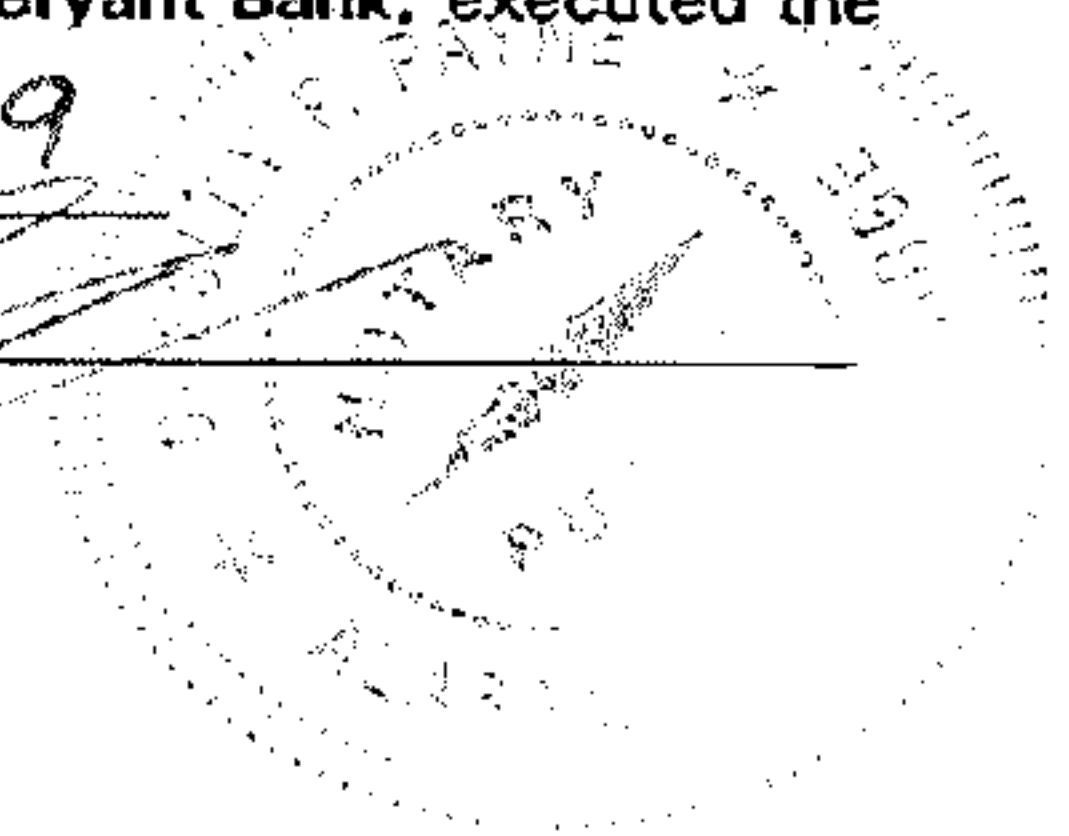


Exhibit "A"

A parcel of land situated in the Northwest 1/4 of Section 1, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Begin at the Northwest corner of Section 1, Township 20 South, Range 3 West and run in a Southerly direction along the Westerly line of said Section 1 for a distance of 354.03 feet to the Western most right of way line of Alabama Highway 261; thence deflect left 147 degrees 15 minutes 00 seconds and run in a northeasterly direction along said right of way for a distance of 38.59 feet to the beginning of a curve to the right, said curve having a radius of 778.81 feet, a central angle of 15 degrees 25 minutes 00 seconds and a chord length of 208.92 feet; thence run along arc of said curve in a northeasterly direction and along said right of way line for distance of 209.55 feet; thence run in a Northeasterly direction along said right of way for a distance of 9.25 feet to the beginning of a curve to the left, said curve having a radius of 25.00 feet, a central angle of 91 degrees 51 minutes 12 seconds and a chord length of 35.92 feet; thence run along arc of said curve in a northeasterly direction along Alabama Highway 261 and in a Northwesterly direction along the Southwesterly right of way line of a private road for a distance of 40.08 feet; thence run in a northwesterly direction along said private road for a distance of 163.24 feet; thence deflect left 43 degrees 33 minutes 52 seconds and run in a Southwesterly direction for a distance of 52.05 feet to the point of beginning; being situated in Shelby County, Alabama.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
06/06/2019 12:49:35 PM
\$25.00 CHERRY
20190606000197370

Allen S. Bayl