

RECORDATION REQUESTED BY:

Renasant Bank
Crestline Office
44 Church St
Birmingham, AL 35213

WHEN RECORDED MAIL TO:

Renasant Bank
Document Control Dept.
P O Box 4140
Tupelo, MS 38803

SEND TAX NOTICES TO:

Renasant Bank
Crestline Office
44 Church St
Birmingham, AL 35213

20190619000217180 1/4 \$234.00
Shelby Cnty Judge of Probate, AL
06/19/2019 11:08:28 AM FILED/CERT

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

#####074006042019

Notice: The original principal amount available under the Note (as defined below), which was \$49,500.00 (on which any required taxes already have been paid), now is increased by an additional \$140,000.00.

THIS MODIFICATION OF MORTGAGE dated June 4, 2019, is made and executed between Cherion S. Sibley and Barry L. Sibley, Husband and Wife, whose address is 87 Mt Laurel Ave, Birmingham, AL 35242-1800 (referred to below as "Grantor") and Renasant Bank, whose address is 44 Church St, Birmingham, AL 35213 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated May 1, 2017 (the "Mortgage") which has been recorded in St Clair County, State of Alabama, as follows:

5/8/2017 20170508000159760 in Shelby County.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in St Clair 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 87 Mt Laurel Ave, Birmingham, AL 352421800.

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

Principal Increase.

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.

RECORDATION TAX. A RECORDATION TAX WAS PREVIOUSLY PAID ON THE MAXIMUM PRINCIPAL INDEBTEDNESS STATED IN THE MORTGAGE. THIS MODIFICATION IS EXEMPT FROM THE RECORDATION TAX EXCEPT TO THE EXTENT OF THE INCREASE OF THE MAXIMUM PRINCIPAL INDEBTEDNESS STATED HEREIN IF ANY. THE RECORDING TAX DUE ON THE INCREASE IN SUCH MAXIMUM PRINCIPAL INDEBTEDNESS (TO THE EXTENT ANY IS SHOWN IN THE MODIFICATION SECTION ABOVE) IS TENDERED WITH THIS MODIFICATION.

MISCELLANEOUS TERMS. This Modification is intended to be a modification only and not a discharge or novation of the Mortgage or the Note secured thereby, and is not intended to, and shall not in any manner, impair the lien or affect the validity or priority of the Mortgage as security for the Note or any and all other indebtedness secured thereby whether incurred, advanced or otherwise arising before or after the date of this Modification. The Mortgage is extended to and shall continue to secure the Note as previously, contemporaneously or hereafter renewed, extended, refinanced and/or modified, regardless of whether such renewal, extension, refinancing or modification is evidenced by a further modification or amendment of the Mortgage. References to the dollar amount of the Note or other indebtedness secured by the Mortgage is not intended to limit the indebtedness secured by the Mortgage and such stated amounts do not necessarily include the following types of indebtedness which are also secured by the Mortgage: (a) interest, collection expenses, attorney fees and other fees and charges previously or hereafter made, incurred or accruing under the terms of the Note and/or Mortgage, as renewed, extended, refinanced and/or modified, (b) advances previously or hereafter made under the terms of the Mortgage to protect the real property covered by the Mortgage and/or to perform any of the covenants contained in the Mortgage including, without limitation, advances for preservation, protection, improving, or insuring such real property or the priority of the Mortgage, and/or (c) any other existing or hereafter incurred indebtedness which may be secured by the Mortgage under the terms thereof. The inclusion of any such stated dollar amounts herein shall not limit, impair or affect the terms of the Note.

Grantor warrants that Grantor is lawfully seized of the estate conveyed by the Mortgage and has the right to grant, bargain, convey, sell and mortgage the real and/or personal property described in the Mortgage. Grantor agrees to execute any additional documents that Lender may request in connection with this Modification.

All descriptive terms not otherwise defined in this Modification shall (a) take their normal and customary meaning irrespective as to how such

MODIFICATION OF MORTGAGE
(Continued)

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terms were referenced in other agreements associated with the Note and/or Mortgage, and (b) be construed to afford Lender with all rights and remedies intended by the Mortgage to the greatest possible extent.

The Lender in the Mortgage may be referenced to be Renasant Bank or Heritage Bank, in which case it should be noted that Renasant Bank is the successor in interest to such entities by reason of its merger with and into Renasant Bank. "Lender" and "Grantor", as used herein, are identified in the first paragraph above and in the signature lines below.

WAIVER. AS OF THE DATE OF THIS MODIFICATION, GRANTOR WAIVES ALL KNOWN AND UNKNOWN, ABSOLUTE AND CONTINGENT, CLAIMS, DEFENSES, SETOFFS OR COUNTERCLAIMS AGAINST THE (A) PAYMENT OF THE NOTE OR THE ENFORCEABILITY OF THE MORTGAGE, AND/OR (B) LENDER OR ITS SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS. GRANTOR ACKNOWLEDGES RECEIPT OF AN EXACT COPY OF THIS MODIFICATION AND THAT GRANTOR HAS READ, UNDERSTANDS AND AGREES TO THE TERMS OF HEREOF.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JUNE 4, 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 *Cherion S. Sibley* (Seal)
Cherion S. Sibley

X *Barry L. Sibley* (Seal)
Barry L. Sibley

LENDER:

RENASANT BANK

[Signature] (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

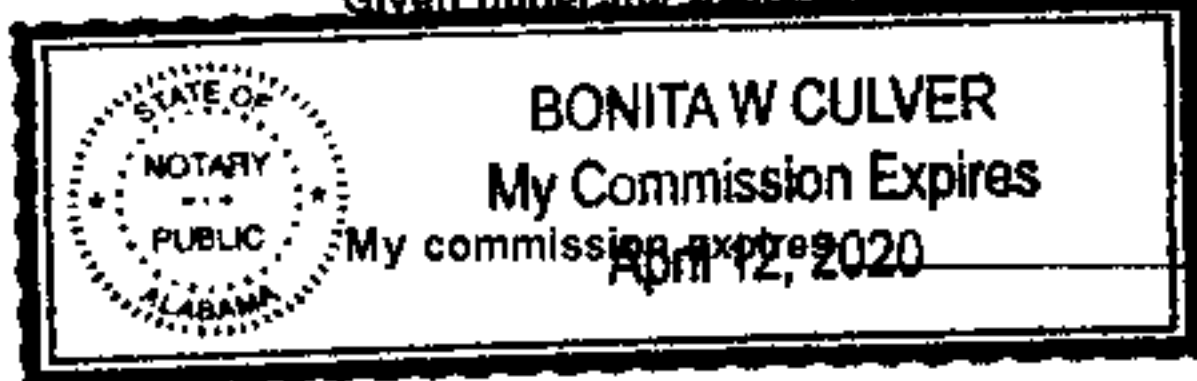
Name: Bonita Culver
Address: 44 Church St
City, State, ZIP: Birmingham, AL 35213

INDIVIDUAL 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 **Cherion S. Sibley**, 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 4th day of June, 2019



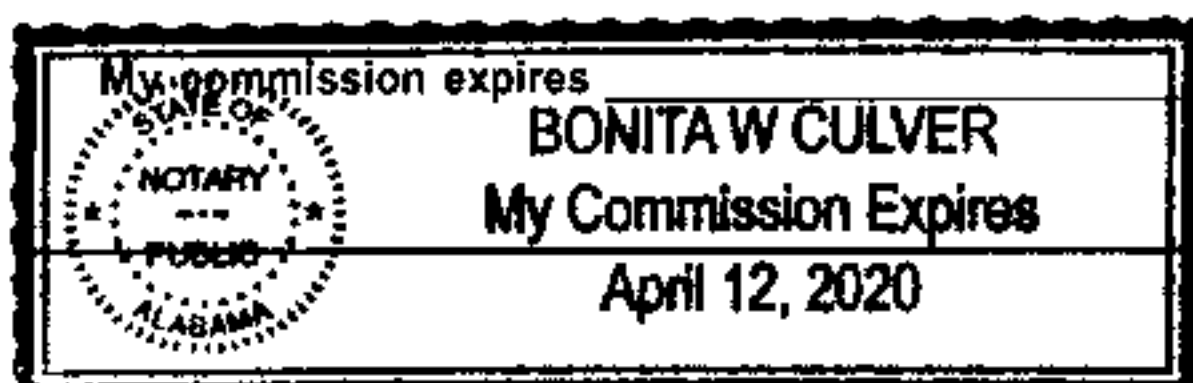
[Signature]
Notary Public

INDIVIDUAL 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 **Barry L. Sibley**, 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 4th day of June, 2019



[Signature]
Notary Public



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MODIFICATION OF MORTGAGE
(Continued)

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LENDER ACKNOWLEDGMENT

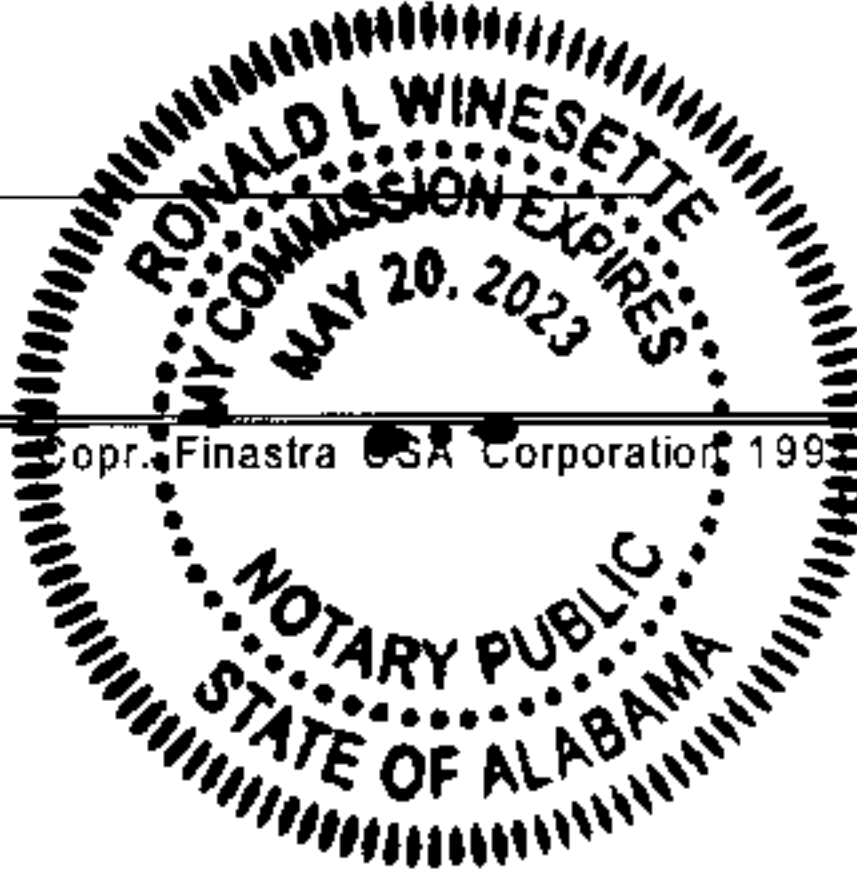
STATE OF Alabama)
) SS
COUNTY OF Jefferson)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Bonita Culver
whose name as Vice President of Renasant 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 Vice President of Renasant Bank, executed the same voluntarily on the day same bears date.
Given under my hand and official seal this 4th day of June, 2019.

[Signature]
Notary Public

My commission expires _____

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EXHIBIT 'A'

Lot 12-14, Block 12, according to the Survey of Mt Laurel- Phase !!,
as recorded in Map Book 30, Page 10 in the Probate Office of
Shelby County, Alabama.