

RECORDATION REQUESTED BY:

Bryant Bank
Cahaba Village
2700 Cahaba Village
Mountain Brook, AL 35243

WHEN RECORDED MAIL TO:

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

SEND TAX NOTICES TO:

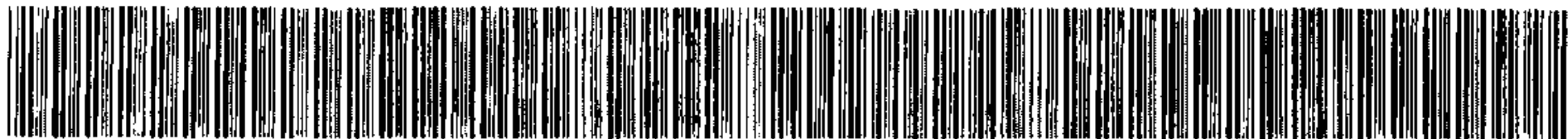
Bynum Properties Inc
155 Grande View Ln
Maylene, AL 35114-0000

20190717000255510 1/4 \$25.00
Shelby Cnty Judge of Probate, AL
07/17/2019 02:26:26 PM FILED/CERT

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MODIFICATION OF MORTGAGE



#####%0740%05282019%#####

THIS MODIFICATION OF MORTGAGE dated May 28, 2019, is made and executed between Bynum Properties Inc (referred to below as "Grantor") and Bryant Bank, whose address is 2700 Cahaba Village, Mountain Brook, AL 35243 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated October 3, 2005 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Mortgage dated 10/3/05 and recorded on 10/21/05 by Instrument Number 20051021000549130 in the Probate Office of Shelby County, Alabama and re-recorded on 12/13/05 by Instrument Number 20051213000643990 in the Probate Office 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 9.2 acres on Smokey Road, 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 "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.

MODIFICATION OF MORTGAGE
(Continued)

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LENDER ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Baldwin)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **David C Agee** whose name as **Commercial Banker 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 **Commercial Banker of Bryant Bank**, executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 28th day of May, 2019.
Megan Godfrey Crane
Notary Public

COMMISSION EXPIRES 2/11/2020
My commission expires _____

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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 28, 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:

BYNUM PROPERTIES INC

By:  (Seal)
Bobby L Bynum, President of Bynum Properties Inc

LENDER:

BRYANT BANK

X  (Seal)
David C Agee, Commercial Banker

This Modification of Mortgage prepared by:

Name: Mary Hudson
Address: 2700 Cahaba Village
City, State, ZIP: Mountain Brook, AL 35243

CORPORATE ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Baldwin)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **Bobby L Bynum, President of Bynum Properties Inc**, a corporation, 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 of Mortgage, he or she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

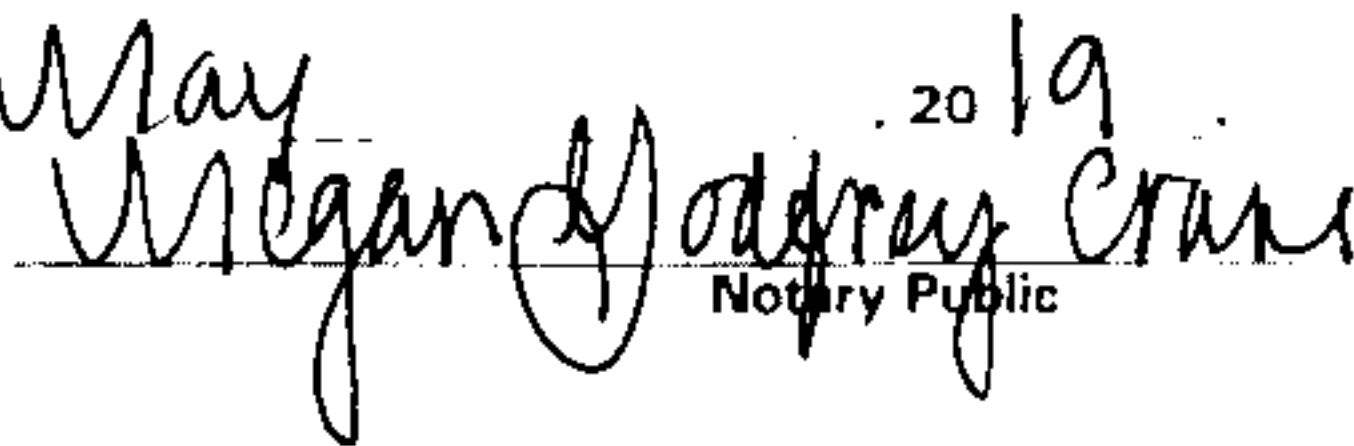
Given under my hand and official seal this

28th


day of

May

2019


Notary Public


My commission expires **COMMISSION EXPIRES 2/11/2020**


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SCHEDULE A – LEGAL DESCRIPTION

A parcel of land being part of the property known as Parcel No(s). 1A and 2 recorded in Book 289 page 560, being located in the Northwest Quarter of the Northwest Quarter of Section 31, Township 21 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence and begin at a 2 inch pipe found at the Southwest Corner of the Northwest Quarter of the Northwest Quarter of Section 31, Township 21 South, Range 2 West, Shelby County, Alabama; thence run North 01 deg. 49 min. 51 sec. West 834.73 feet along the Section line to an iron pin found on the Southerly Right-of-Way line of Shelby County Road No. 12; thence South 82 deg. 42 min. 15 sec. East 536.45 feet along said Southerly Right-of-Way line to an iron pin set on the Easterly side of Birdsong Drive; thence the following six courses along the Easterly side of Birdsong Drive; South 01 deg. 11 min. 53 sec. East 45.04 feet; South 13 deg. 04 min. 12 sec. East 73.40 feet; South 24 deg. 10 min. 20 sec. East 108.71 feet; South 30 deg. 21 min. 31 sec. East 140.28 feet; South 30 deg. 14 min. 14 sec. East 489.26 feet; South 30 deg. 14 min. 14 sec. East 9.72 feet to the South line of the Northwest Quarter; thence North 89 deg. 53 min. 47 sec. West 24.54 feet; thence North 29 deg. 59 min. 41 sec. West 281.85 feet along the Westerly side of Birdsong Drive; thence 89 deg. 38 min. 02 sec. West 555.62 feet; thence South 01 deg. 49 min. 51 sec. East 248.53 feet; thence North 89 deg. 53 min. 47 sec. West 176.50 feet to the point of beginning. Subject to a possible twenty-foot wide easement and utilities within Birdsong Drive; being situated in Shelby County, Alabama.


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