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:
Kevin Dewayne Bates
Jaclyn Bailey Bates
78 Walden Road
Columbiana, AL 35051-0000

20190724000263300 1/4 $27.75
Shelby Cnty Judge of Probate, AL
07/24/2019 09:50:12 AM FILED/CERT

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

BRYANT BANK

MODIFICATION OF MORTGAGE

################%0740%06142019%################

Notice: The original principal amount available under the Note (as defined below), which was $37,825.00 (on which any required taxes already have been paid), now is increased by an additional $2,415.75.

THIS MODIFICATION OF MORTGAGE dated June 14, 2019, is made and executed between Kevin Dewayne Bates and Jaclyn Bailey Bates, husband and wife (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 March 20, 2014 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded on 05/14/14 by Instrument Number 20140514000144770 in the Office of Judge of Probate, Shelby County, AL .

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 78 Walden Road, Columbiana , AL 35051.

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

The purpose of this modification is to increase the mortgage amount to $40,240.75 and to add the following Future advances or Re-Advances language.

Future Advances or Re-Advances: 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.

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 14, 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.

This Notice is required by Alabama law. In this Notice the term "you" means the Grantor named above.

CAUTION - - IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.

GRANTOR:

x ______ (Seal)
Kevin Dewayne Bates

x ______ (Seal)
Jaclyn Bailey Bates

LENDER:

BRYANT BANK

x ______ (Seal)
Melinda S Tolleson, Loan Officer

This Modification of Mortgage prepared by:

Name: Julie Nichols
Address: 21290 Hwy 25
City, State, ZIP: Columbiana, AL 35051

INDIVIDUAL ACKNOWLEDGMENT

STATE OF AL)
) SS
COUNTY OF Shelby)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **Kevin Dewayne Bates and Jaclyn Bailey Bates, husband and wife,** whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of said Modification, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 14th day of June, 2019.

______
Notary Public

My commission expires ______ My Commission Expires April 11, 2021

20190724000263300 2/4 $27.75
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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 **Loan Officer 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 Loan Officer of Bryant Bank, executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 14 **day of** June, 2019.

Inelle Terrance
Notary Public

My Commission Expires

My commission expires August 7, 2022

Originator Names and Nationwide Mortgage Licensing System and Registry IDs:

Organization: **Bryant Bank** NMLSR ID: **582857**

Individual: **Melinda S Tolleson** NMLSR ID: **779568**

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EXHIBIT A

Commence at the SW corner of the NE 1/4 of the NE 1/4 of Section 31, Township 21 South, Range 1 East, Shelby County, Alabama; thence 90 degrees 00 minutes 00 seconds East, a distance of 568.59 feet; thence North 41 degrees 55 minutes 59 seconds East, a distance of 117.00 feet to the point of beginning; thence continue along the last described course, a distance of 186.47 feet; thence North 50 degrees 04 minutes 47 seconds West, a distance of 233.19 feet; thence South 41 degrees 58 minutes 49 seconds West, a distance of 188.20 feet; thence South 50 degrees 30 minutes 09 seconds East, a distance of 233.42 feet to the point of beginning. Situated in Shelby County, Alabama.

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