

RECORDATION REQUESTED BY:

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



20190725000265270 1/3 \$577.70
Shelby Cnty Judge of Probate, AL
07/25/2019 09:33:56 AM FILED/CERT

WHEN RECORDED MAIL TO:

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

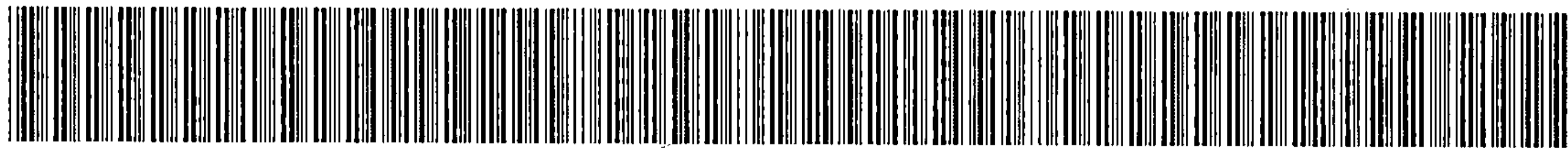
SEND TAX NOTICES TO:

Sulman Mahdi
Ahlam Mahdi
1064 Greymoor Rd
Birmingham, AL 35242-0000

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



MODIFICATION OF MORTGAGE



#####%0740%07102019%#####

Notice: The original principal amount available under the Note (as defined below), which was \$115,243.00 (on which any required taxes already have been paid), now is increased by an additional \$369,757.00.

THIS MODIFICATION OF MORTGAGE dated July 10, 2019, is made and executed between Sulman Mahdi and Ahlam Mahdi, husband and wife (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 December 22, 2016 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

recorded 1/10/2017, in Instrument 20170110000008050; re-recorded on 8/7/2017 in Inst #20170807000285400 and on 1/8/2018 in Inst # 20180108000007530, 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:

Lot 56, according to the Survey of Greystone, 5th Sector, Phase I, as recorded in Map Book 17, Page 72 A ,B ,C in the Probate Office of Shelby County, Alabama

Together with the non-exclusive easement to use the private roadways, Common Areas and Hugh Daniel Drive, all as more particularly described in the Greystone Residential Declaration of Covenants, Conditions and Restrictions dated November 6, 1990 and recorded in Real 317, Page 260, in the Probate Office of Shelby County, Alabama (which, together with all amendments thereto, in hereinafter collectively referred to as the "Declaration").

Ahlam Khaid is one and same person as Ahlam Mahdi.

The Real Property or its address is commonly known as 1064 Greymoor Rd, Birmingham, AL 35242-0000.

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

The purpose of this modification is to increase the mortgage amount to \$485,000.00 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

**MODIFICATION OF MORTGAGE
(Continued)**


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 JULY 10, 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.

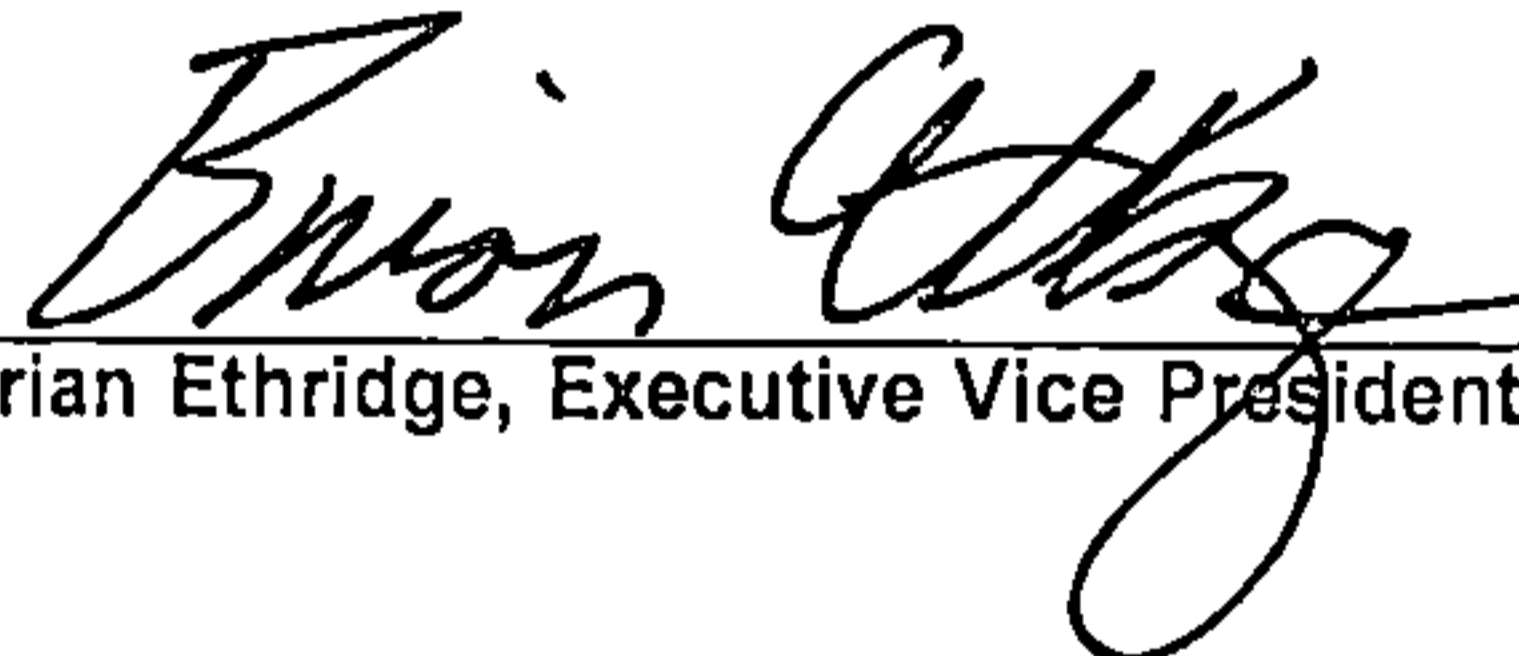
GRANTOR:

X  (Seal)
Sulman Mahdi

X  (Seal)
Ahlam Mahdi


LENDER:

BRYANT BANK

X  (Seal)
Brian Ethridge, Executive Vice President

This Modification of Mortgage prepared by:

Name: Julie Nichols
Address: 2700 Cahaba Village
City, State, ZIP: Mountain Brook, AL 35243


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MODIFICATION OF MORTGAGE
(Continued)

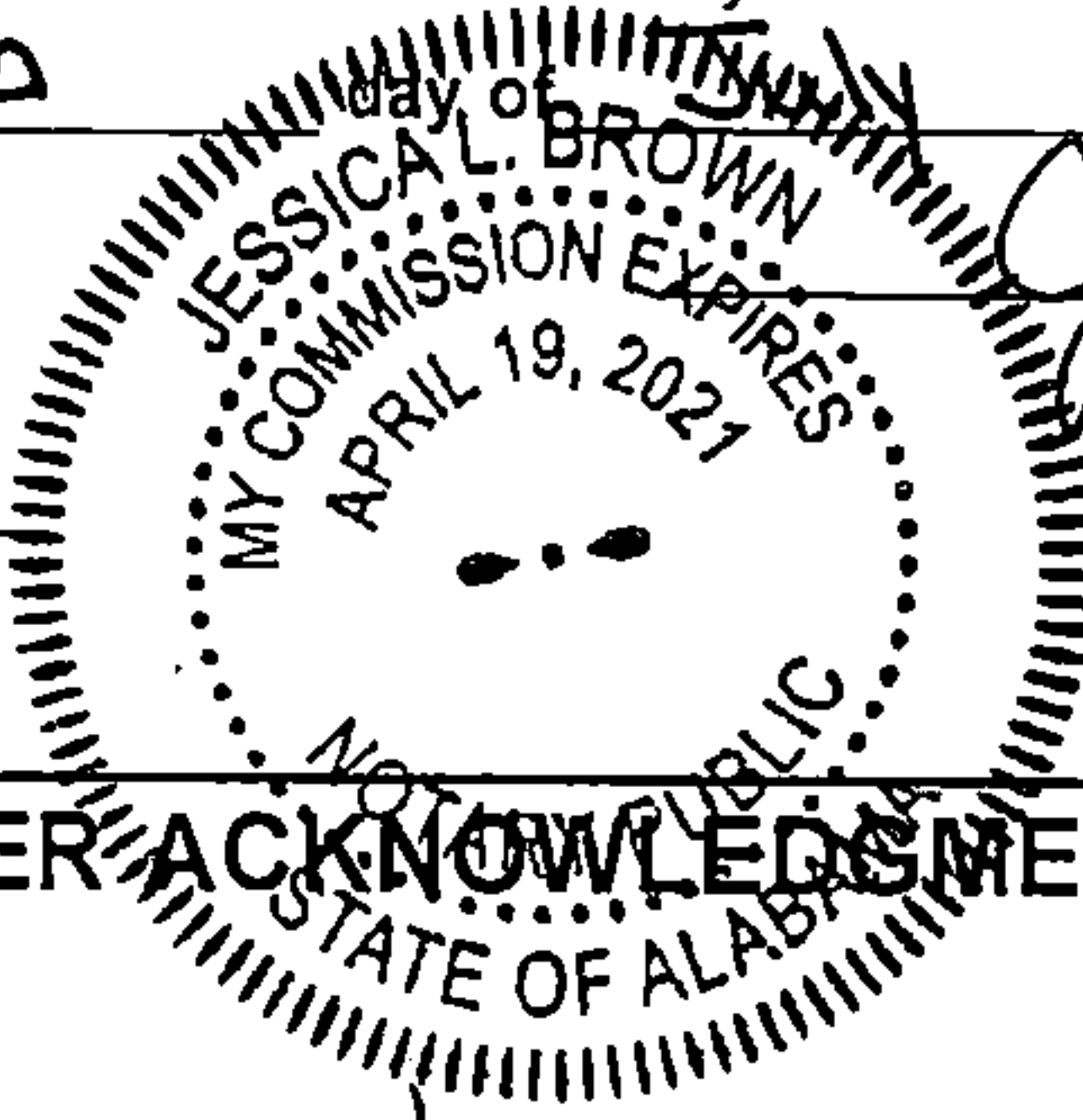
INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama
COUNTY OF Jefferson

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) SS
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I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **Sulman Mahdi and Ahlam Mahdi, 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 10th day of July, 20 19.



Jessica L. Brown
Notary Public

My commission expires 4-19-2021

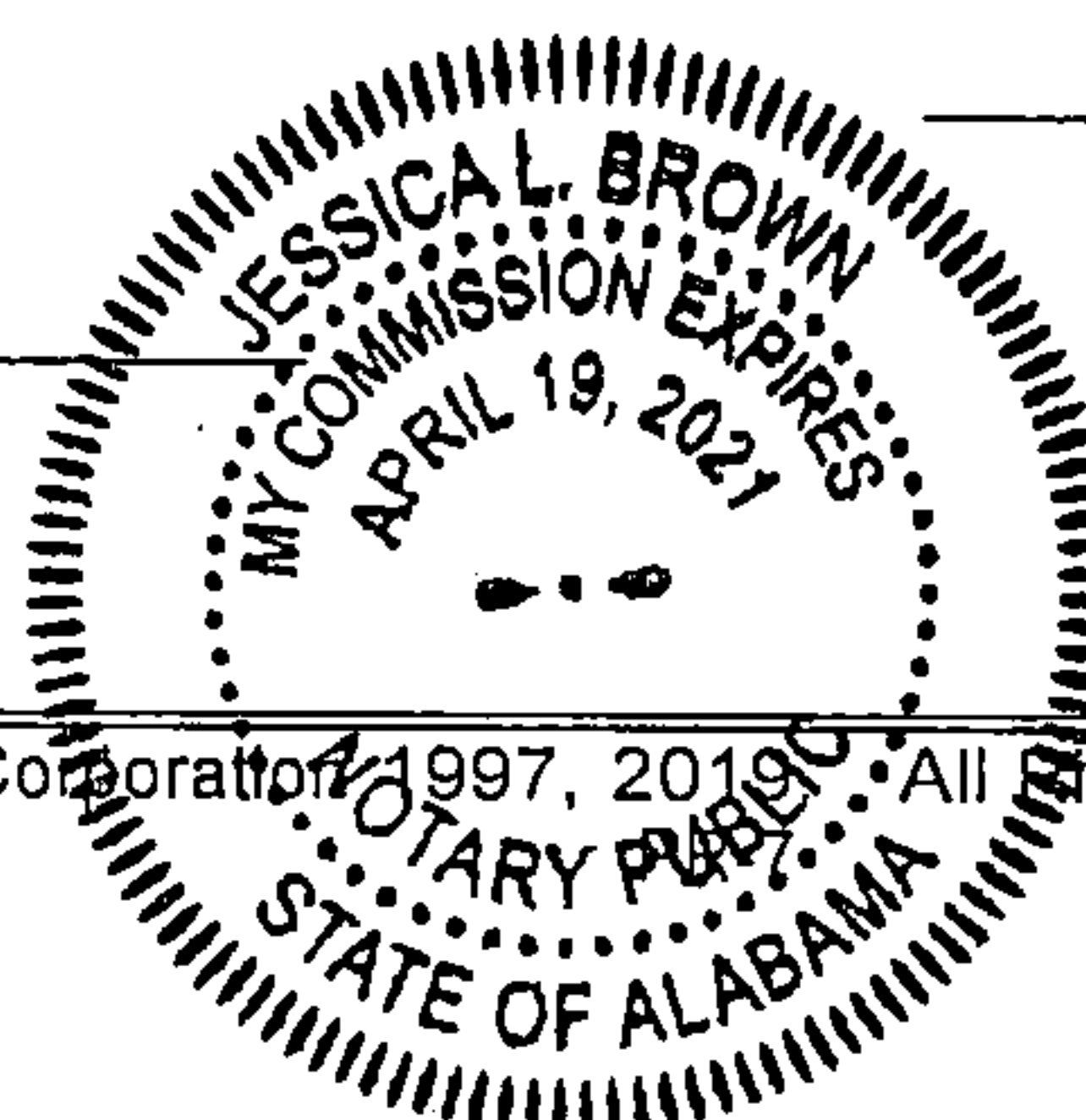
LENDER ACKNOWLEDGMENT

STATE OF Alabama
COUNTY OF Jefferson

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I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **Brian Ethridge** whose name as **Executive Vice 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 **Executive Vice President of Bryant Bank**, executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 10th day of July, 20 19.



Jessica L. Brown
Notary Public

My commission expires 4-19-2021


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