

20190801000276400  
08/01/2019 11:29:28 AM  
MORTAMEN 1/4

**RECORDATION REQUESTED BY:**

VALLEY NATIONAL BANK  
Alabama Region (Commercial)  
1100 Corporate Parkway  
Meadow Brook Corporate Park  
Birmingham, AL 35242

**WHEN RECORDED MAIL TO:**

VALLEY NATIONAL BANK  
Operations Center - West Coast- FL  
PO Box 17540  
Clearwater, FL 33762

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SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

## **MODIFICATION OF MORTGAGE**

**Notice:** The original principal amount available under the Note (as defined below), which was \$165,596.38 (on which any required taxes already have been paid), now is increased by an additional \$58,026.03.

**THIS MODIFICATION OF MORTGAGE** dated March 4, 2019, is made and executed between Joseph J. Meadow, IV, a married man, a/k/a Joseph Meadow, IV, a married man, a/k/a Joe Meadow, a married man, whose address is 3317 Cherry Tree Lane, Vestavia Hills, AL 35216 (referred to below as "Grantor") and VALLEY NATIONAL BANK, whose address is 1100 Corporate Parkway, Meadow Brook Corporate Park, Birmingham, AL 35242 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated February 14, 2014 (the "Mortgage") which has been recorded in Shelby, Jefferson and St. Clair County, State of Alabama, as follows:

Mortgage dated February 14, 2014 and recorded March 7, 2014 as Instrument Number 20140307000063570 in the Probate Office of Shelby County, Alabama, recorded March 27, 2014 in Mortgage Book 2014, Page 7369 in the Probate Office of St. Clair County, Alabama and recorded March 3, 2014 in Mortgage Book LR201460, Page 16761 in the Probate Office of Jefferson County, Alabama

**MORTGAGE PRIVILEGE TAX IN THE AMOUNT OF \$248.40 HAS BEEN PAID AND AFFIXED TO MORTGAGE DESCRIBED ABOVE. MORTGAGE PRIVILEGE TAX IN THE AMOUNT OF \$87.15 IS BEING PAID AND ATTACHED TO THIS MODIFICATION OF EVEN DATE ON THE INCREASE AMOUNT OF \$58,026.03.**

**REAL PROPERTY DESCRIPTION.** The Mortgage covers the following described real property located in Shelby, Jefferson and 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 SEE EXHIBIT "A" FOR LISTING OF ALL PROPERTIES, AL. The Real Property tax identification number is SEE EXHIBIT "A" FOR ALL PARCEL NUMBERS

**THE REAL PROPERTY DESCRIBED ABOVE DOES NOT CONSTITUTE THE HOMESTEAD OF THE GRANTOR NOR HIS/HER SPOUSE.**

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

**Section #3**

1. The Lender defined in the above referenced mortgage is now Valley National Bank as successor in interest to USAMeriBank.
2. As of the date of execution of this Modification, the outstanding balance of \$71,973.97 is renewed and increased by \$58,026.03 for a total consolidated loan amount of \$130,000.00.
3. Interest rate and repayment schedule as further defined in the renewal Promissory Note, dated of even date herewith, in favor of Valley National Bank as successor in interest to USAMeriBank.
4. The Mortgage, as modified, shall secure the renewal Promissory Note to the same extent as if the renewal Promissory Note was originally referred to in the Mortgage as evidence of the indebtedness secured thereby.

All other terms and conditions remain the same.

**Add Real Property:**

The Mortgage as referenced above is modified to ADD the real property further described in Exhibit "B-1" (the "Added Real Property") with

**MODIFICATION OF MORTGAGE  
(Continued)**

**Page 2**

the same effect as if such Added Real Property were also described in Exhibit "A-1" to the original Mortgage. This modification spreads the lien to the Added Real Property and reaffirms the Mortgage is a valid lien on both properties.

Grant, Bargain, Sale and Conveyance. Borrower hereby grants, bargains, sells, conveys, mortgages and assigns to Lender, with power of sale, the Added Real Property, together with all improvements now existing or hereafter constructed or located thereat, all appurtenances and all tangible or intangible personal property relating thereto and all other Related Property (as described in the Mortgage as "Property") relating to such Added Real Property (the "Added Mortgaged Property") to Lender, subject to the terms and conditions of the Mortgage.

This modification spreads the lien to the Added Real Property and reaffirms the Assignment of Rents dated February 14, 2014 and recorded on March 3, 2014 in Book LR201460, page 16771, in the Probate Office of Jefferson County, Alabama is a valid lien on both properties.

**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 MARCH 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  (Seal)  
Joseph J. Mendon IV

**LENDER:**

**VALLEY NATIONAL BANK**

X  (Seal)  
Authorized Signer

**This Modification of Mortgage prepared by:**

**Name: Doc Prep Dept. - Daniel Chupick Loan #XXXX96400  
Address: 1100 Corporate Parkway  
City, State, ZIP: Birmingham, AL 35242**

**MODIFICATION OF MORTGAGE  
(Continued)**

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**INDIVIDUAL ACKNOWLEDGMENT**

STATE OF Alabama

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COUNTY OF Shelby

) SS

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I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **Joseph J. Meadow, IV**, 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 March, 20 19.

Mary M. Holdefer  
Notary Public

My commission expires 4-25-21

**LENDER ACKNOWLEDGMENT**

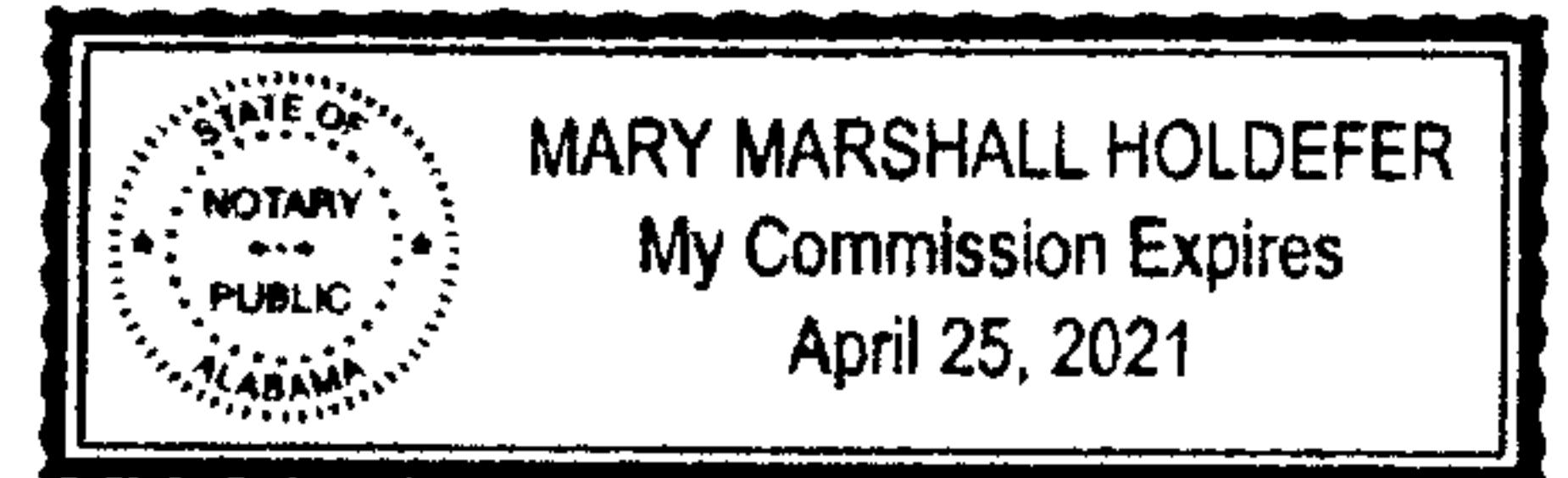
STATE OF Alabama

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COUNTY OF Shelby

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I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Clint Calvert whose name as avp of **VALLEY NATIONAL 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 avp of **VALLEY NATIONAL BANK**, executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 4th day of March, 20 19.

Mary M. Holdefer  
Notary Public

My commission expires 4-25-21

**EXHIBIT A**

**PARCEL I:**

Lot 8, according to the Survey of Carrington Subdivision Sector II, as recorded in Map Book 25, page 17, in the Probate Office of Shelby County, Alabama.

**PARCEL II:**

Lot 1, Block 13, according to the Survey of Third Addition to Grayson Valley Estates Highland Sector, as recorded in Map Book 106, page 38, in the Probate Office of Jefferson County, Alabama.

**PARCEL III:**

Commencing at a found 2.5 inch pipe accepted as the Southeast corner of Section 33, Township 15 South, Range 4 East, and run South 70°45'00" West, 431.95 feet to a 1/2" rebar found on the North right of way of the Refuge Church Road (R/W 60 feet); thence along said right of way South 52°17'04" West, 36.05 feet to a 1/2" rebar set at the point of beginning of the parcel herein described; thence along right of way South 52°17'04" West, 148.63 feet to a 1/2" rebar found; thence leaving right of way North 12°31'00" West 319.80 feet to a 1/2" rebar found; thence North 75°42'36" East, 178.74 feet to a 1/2" rebar set; thence South 02°56'53" East, 265.74 feet to the point of beginning.

Situated part in the Southeast 1/4 of the Southeast 1/4 of Section 33, Township 15 South, Range 4 East, and part in the Northeast 1/4 of the Northeast 1/4 of Section 4, Township 16 South, Range 4 East, St Clair County, Alabama, Pell City Division.

**PARCEL IV:**

Unit 1310, in Patton Creek Condominium, as established by that certain Declaration of Condominium of Patton Creek Condominium, a condominium which is recorded in Land Record 200611, page 850, in the Probate Office of Jefferson County, Alabama (to which Declaration of Condominium a plan is attached as Exhibit "C" thereto), said plan being filed for record in Map Book 220, page 95, in said Probate Office and to which said Declaration of Condominium, the By-Laws of Patton Creek Association, Inc. are attached as Exhibit "B" thereto, at Land Record 200611, page 850, together with an undivided interest in the Common Elements assigned to said Unit of said Declaration of Condominium of Patton Creek Condominium, a Condominium.

**PARCEL V:**

Lot 17, Block 8, according to the Survey of Tarrant Garden Estates, Third Sector, as recorded in Map Book 75, page 64, in the Probate Office of Jefferson County, Alabama.

Joseph J. Meadow, IV (Parcels I & III)

Joseph Meadow, IV (Parcels II & IV)

Joe Meadow (Parcel V)



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
08/01/2019 11:29:28 AM  
\$112.15 CATHY  
20190801000276400

*Allen S. Bayl*