

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:

Carol S Kinnebrew
2116 Old Montgomery Hwy
Pelham, AL 35124

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



MODIFICATION OF MORTGAGE



*****%0740%05112019%*****

THIS MODIFICATION OF MORTGAGE dated May 11, 2019, is made and executed between Carol S Kinnebrew; an unmarried woman, individually and as sole devisee under the Will of William Kinnebrew, Shelby County Probate Case No 2012-611 (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 July 26, 2006 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded on 8/11/06 at Instrument# 20060811000393090 and Re-Recorded on 3/17/08 at Instrument# 20080317000109330, Modification of Mortgage dated 5/11/11 recorded at Instrument# 20110513000144530 and Modification of Mortgage dated 5/11/14 recorded at Instrument# 20140613000179900 in the Office of the Judge of Probate 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 2116 Old Montgomery Hwy, Pelham, AL 35124.

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

The purpose of this Modification of Mortgage is to add the following Future Advances and 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.

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Shelby Cnty Judge of Probate: AL
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MODIFICATION OF MORTGAGE
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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 11, 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 Carol S Kinnebrew (Seal)
Carol S Kinnebrew

LENDER:

BRYANT BANK

X David Agee (Seal)
David Agee, Commercial Banker

This Modification of Mortgage prepared by:

Name:
Address:
City, State, ZIP:

INDIVIDUAL 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 Carol S Kinnebrew, an unmarried woman, individually and as sole devisee under the Will of William Kinnebrew, Shelby County Probate Case No 2012-611, 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 25th day of June, 2019.

Barbara Martin
Notary Public

My commission expires 12/21/20



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MODIFICATION OF MORTGAGE
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LENDER ACKNOWLEDGMENT

STATE OF Alabama

COUNTY OF Jefferson

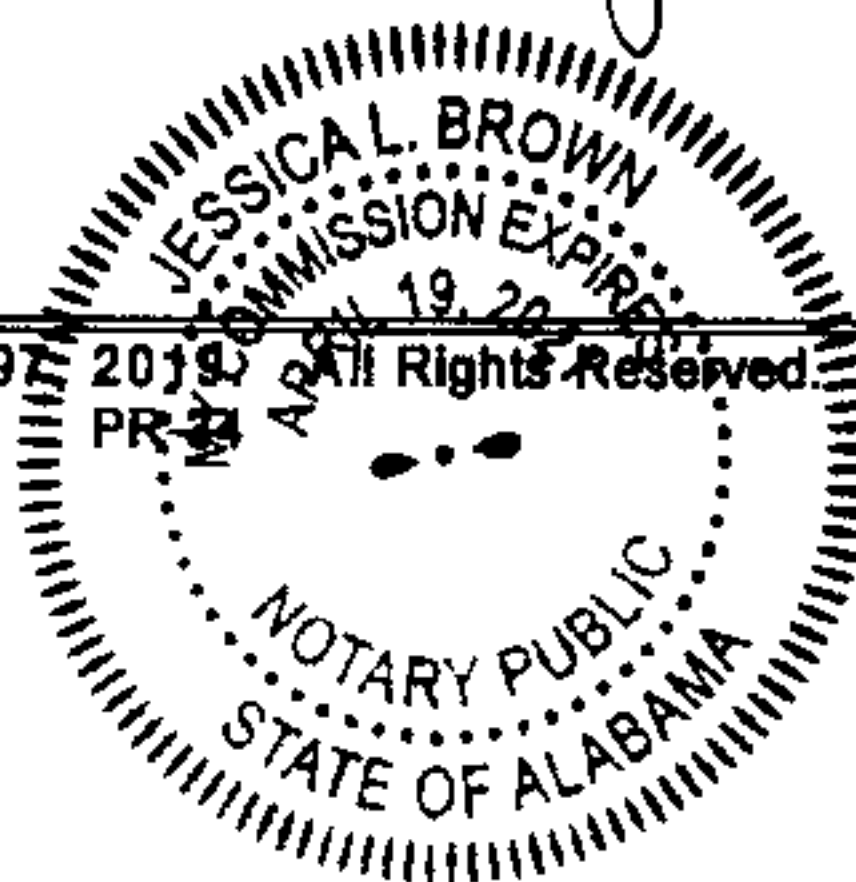
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) SS
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I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that David Agee whose name as Commercial Banker of Bryant Bank is signed to the foregoing Modification 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 25th day of June, 20 19.

Jessica L. Brown
Notary Public

My commission expires 4-19-2021



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EXHIBIT "A" - LEGAL DESCRIPTION

A parcel of land situated in the NE 1/4 of the NE 1/4 of Section 36, Township 19 South, Range 3, Shelby County, Alabama and being more particularly described as follows:

Commence at the Southeast corner of Lot No. 1 of the Indianwood Terrace as it is recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Map Book 9, at page 172; thence from said Southeast corner proceed S 34° 27' 42" E for a distance of 74.17 feet to the Point of Beginning of herein described parcel of land; thence from said Point of Beginning; continue along said course S 34° 27' 42" E for a distance of 180.00 feet; thence proceed N 29° 49' 14" E for a distance of 111.72 feet to a point on the Southwesterly right of way boundary of Old Highway 31 South, (R.O.W. 100') said point being on a curve to the right having a Delta angle of 69° 40' 18" with a Radius of 869.02 feet and a Chord Bearing and distance of N 49° 04' 49" W 146.52 feet; thence proceed along the right of way an Arc distance of 146.69 feet; thence leaving said right of way proceed S 45° 49' 00" W for a distance of 64.60 feet, back to the Point of Beginning.


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