

20190823000309800 1/4 \$25.00  
Shelby Cnty Judge of Probate, AL  
08/23/2019 08:30:51 AM FILED/CERT

**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:**

Charles Howard Thornburg II  
P O Box 726  
Columbiana, AL 35051

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



**MODIFICATION OF MORTGAGE**



\*#####%0740%07312019%#####\*

**THIS MODIFICATION OF MORTGAGE** dated July 31, 2019, is made and executed between Charles Howard Thornburg II; a married man (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 July 8, 2009 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Mortgage dated 7/8/09 and recorded on 7/29/09 by Instrument Number 20090729000290030 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 1.39 acres Highway 25, Columbiana, AL 35051.

**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)

LENDER ACKNOWLEDGMENT

STATE OF Alabama

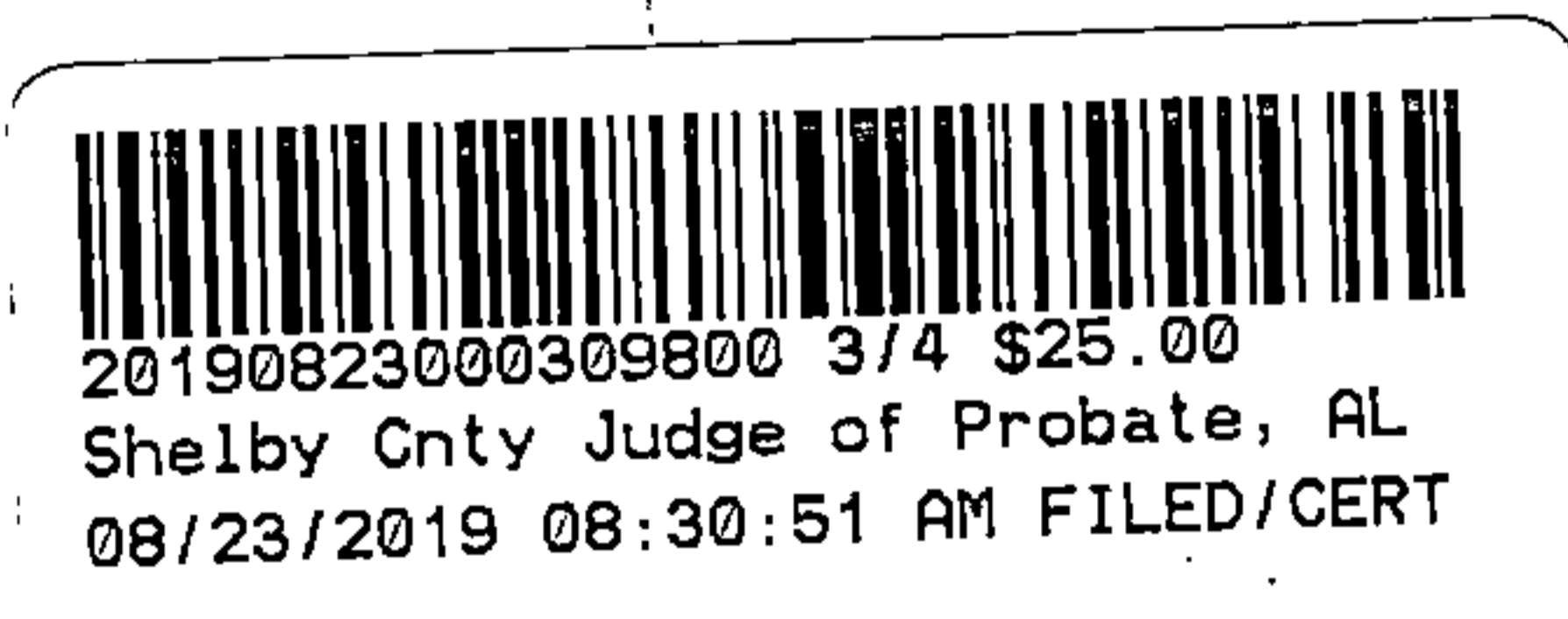
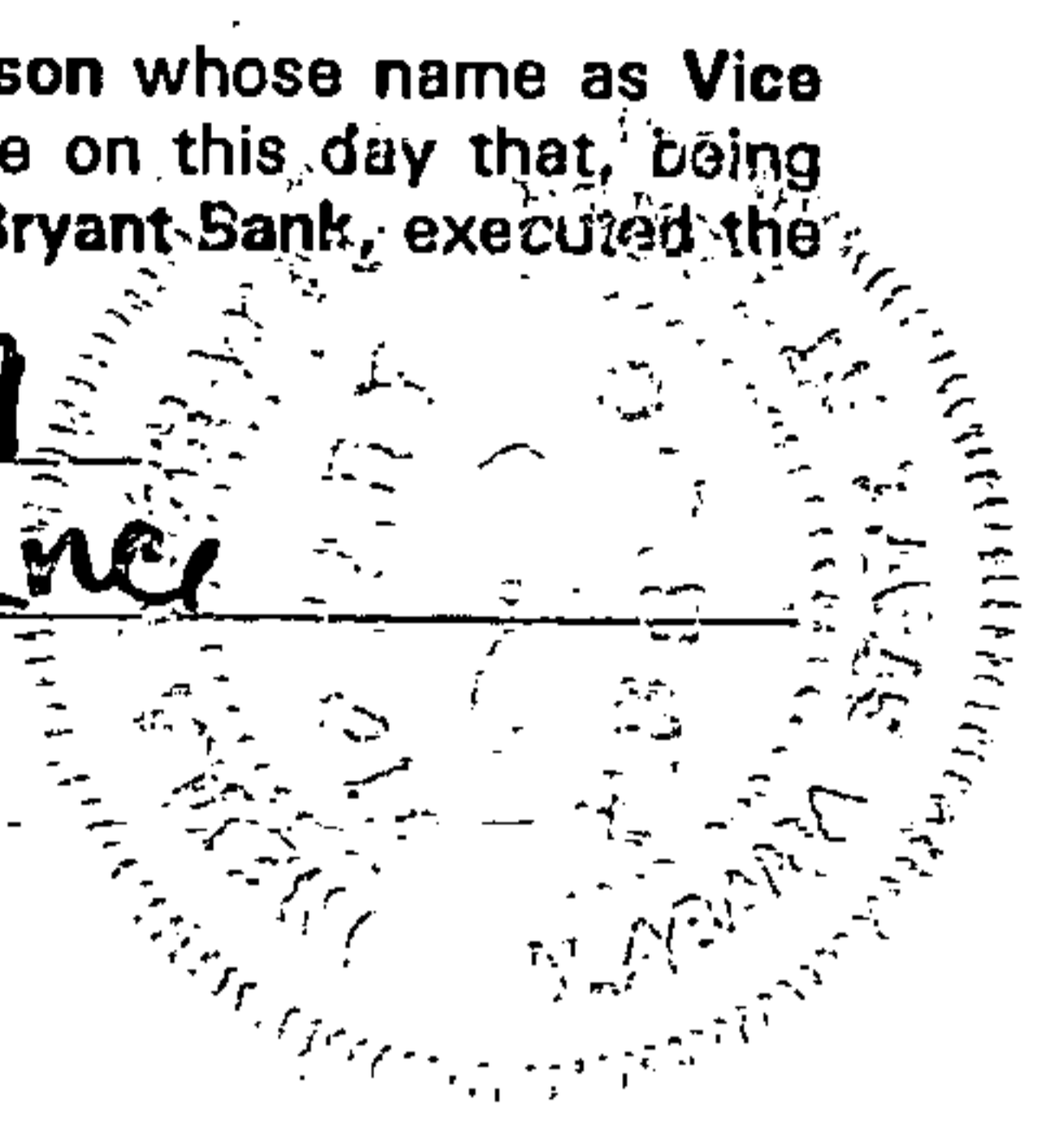
)  
) SS

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 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 Vice President of Bryant Bank, executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 31 day of July, 20 19  
Inella Torrance  
Notary Public

My Commission Expires  
My commission expires August 7, 2022



**EXHIBIT A**

  
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**PARCEL 1:**

Commence at the Northeast corner of the SW 1/4 of NE 1/4 of Section 24, township 21 South, Range 1 West; thence run South along the East boundary line of said SW 1/4 of NE 1/4, a distance of 248.90 feet to the Northwestern right-of-way line of Old Highway No. 25; thence turn an angle of 28 degrees 53 minutes to the right and run Southwesterly along said right-of-way a distance of 923.29 feet to a point of curvature; thence continue along said right-of-way and along a curve to the left (concave Southeasterly and having a radius of 3028.16 feet) a distance of 88.20 feet; thence turn an angle of 109 degrees 00 minutes 30 seconds to the right from the tangent of said curve and run a distance of 152.43 feet to the point of beginning; thence continue along the same line of direction a distance of 175.0 feet to a point on the Southeastern right of way line of Alabama Highway No. 25 (ByPass); thence turn an angle of 71 degrees 58 minutes 04 seconds to the right and run along said right-of-way line a distance of 78.04 feet to a point; thence turn an angle of 36 degrees 02 minutes 50 seconds to the right and continue along the said right-of-way line a distance of 79.05 feet to a point; thence turn an angle of 90 degrees to the right and leaving said right-of-way line, run Southeasterly a distance of 55.00 feet to a point; thence turn an angle of 90 degrees to the left and run Northeasterly a distance of 68.88 feet to a point; thence turn an angle of 71 degrees 03 minutes 11 seconds to the right and run Southeasterly a distance of 90.00 feet to a point; thence turn an angle of 87 degrees 49 minutes 19 seconds to the right and run Southwesterly a distance of 199.61 feet to the point of beginning. Said parcel of land is lying in the SW 1/4 of NE 1/4, Section 24, Township 21 South, Range 1 West, Shelby County, Alabama.

**PARCEL 2:**

Commence at the Northeast corner of the SW 1/4 of NE 1/4, of Section 24, Township 21 South, Range 1 West; thence run South along the East boundary line of said SW 1/4 of NE 1/4, a distance of 248.90 feet to the Northwestern right-of-way line of Old Highway No. 25; thence turn an angle of 28 degrees 53 minutes to the right and run Southwesterly along said right-of-way line a distance of 800.18 feet to the point of beginning; thence continue along said right-of-way line a distance of 123.11 feet to a point of curvature; thence continue along said right-of-way and along a curve to the left (concave Southeasterly and having a radius of 3028.16 feet) a distance of 88.20 feet to a point; thence turn an angle of 109 degrees 00 minutes 30 seconds to the right from the tangent of said curve and run a distance of 152.43 feet to a point; thence turn an angle of 86 degrees 53 minutes 24 seconds to the right and run a distance of 199.61 feet to a point; thence turn an angle of 92 degrees 10 minutes 41 seconds to the right and run a distance of 99.37 feet to the point of beginning. Said parcel of land is lying in the SW 1/4 of NE 1/4, Section 24, Township 21 South, Range 1 West, Shelby County, Alabama.