

RECORDATION REQUESTED BY:

Trustmark National Bank
Montevallo Branch
835 Main Street
Montevallo, AL 35115

WHEN RECORDED MAIL TO:

Trustmark National Bank
Attn: Loan Operations
P. O. Box 1182
Jackson, MS 39215-1182

SEND TAX NOTICES TO:

David M. Pope
410 Crestview Circle
Montevallo, AL 35115

20200422000157890 1/3 \$140.50
Shelby Cnty Judge of Probate, AL
04/22/2020 02:19:47 PM FILED/CERT

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

L-9040-A000018314250-F9595239469-51268-P01

Notice: The original principal amount available under the Note (as defined below), which was \$25,000.00 (on which any required taxes already have been paid), now is increased by an additional \$75,000.00.

THIS MODIFICATION OF MORTGAGE dated April 14, 2020, is made and executed between David M. Pope; An Unmarried Person (referred to below as "Grantor") and Trustmark National Bank, whose address is 835 Main Street, Montevallo, AL 35115 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated December 9, 2019 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded December 23, 2019 in the records of the Office of the Judge of Probate of Shelby County, Alabama in Instrument 20191223000474900.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in Shelby County, State of Alabama:

MAXIMUM LIEN. The lien of this Mortgage shall not exceed at any one time \$100,000.00, plus interest, fees, expenses, charges, and costs incurred by Lender to enforce this Mortgage and related loan documents and protect Lender's security interest in the collateral.

LOT 7, BLOCK 6, ACCORDING TO THE MAP AND SURVEY OF ARDEN SUBDIVISION IN THE TOWN OF MONTEVALLO, ALABAMA, AS SHOWN BY MAP RECORDED IN MAP BOOK 3, PAGE 64 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

The Real Property or its address is commonly known as 410 Crestview Circle, Montevallo, AL 35115.

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

The credit limit of the Credit Agreement and the amount above described Mortgage will be increased to \$100,000.00.

Alabama Mortgage Recordation Tax in the amount of \$37.50 has been paid on the original amount and mortgage amount of \$25,000.00.

Alabama Mortgage Recordation Tax in the amount of \$112.50 is being collected on the increase loan amount of \$75,000.00..

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



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MODIFICATION OF MORTGAGE (Continued)

Loan No: 9595239469-51268

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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 APRIL 14, 2020.

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 David M. Pope (Seal)
David M. Pope

LENDER:

TRUSTMARK NATIONAL BANK

X Authorized Signer (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: Brandon Lovelady, CRMA
Address: 835 Main Street
City, State, ZIP: Montevallo, AL 35115



20200422000157890 2/3 \$140.50
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INDIVIDUAL ACKNOWLEDGMENT

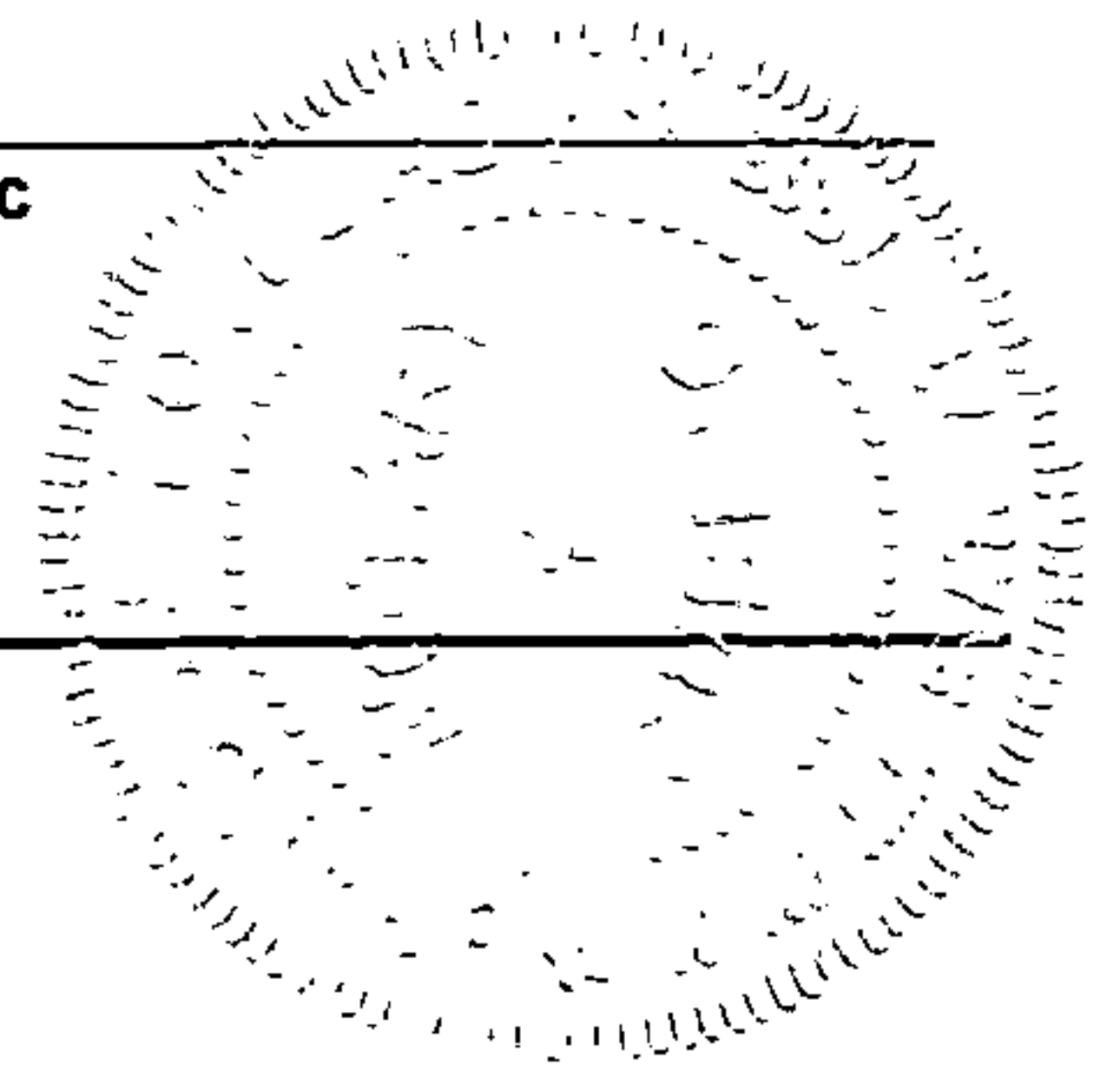
STATE OF Alabama)
) SS
COUNTY OF Shelby)

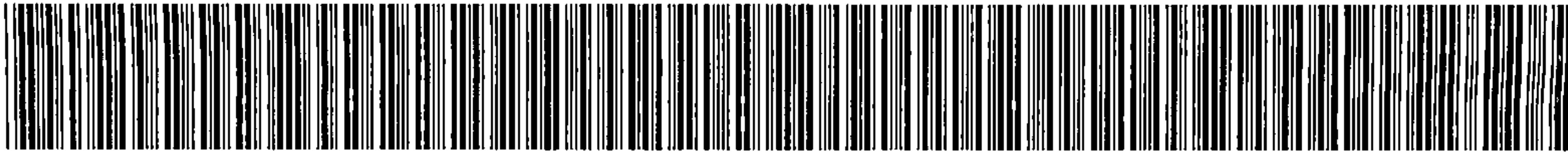
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **David M. Pope, An Unmarried Person**, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Modification, he or she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 14 day of April, 2020.

Brandon Lovelady
Notary Public

My commission expires MY COMMISSION EXPIRES NOVEMBER 16, 2020





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**MODIFICATION OF MORTGAGE
(Continued)**

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LENDER ACKNOWLEDGMENT

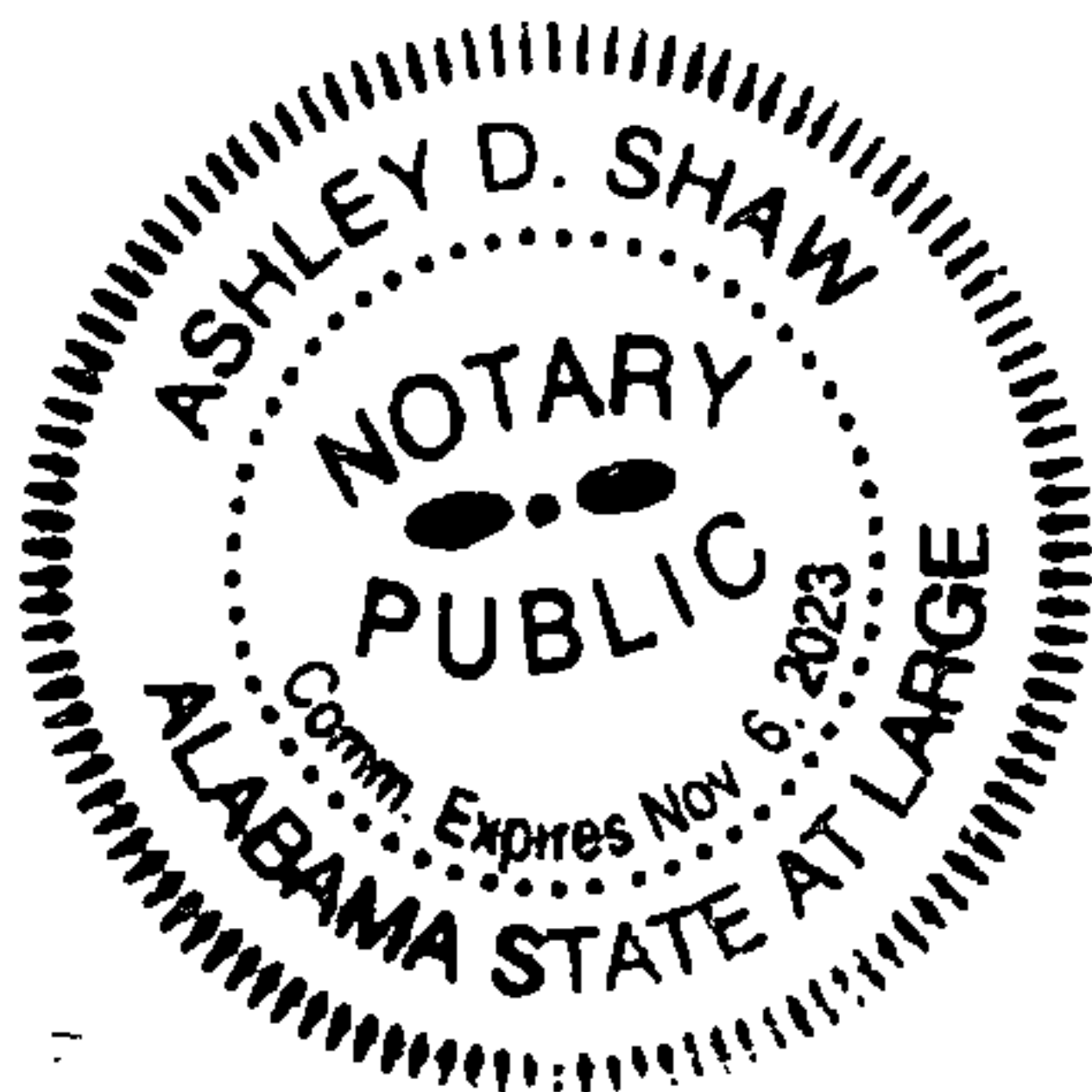
STATE OF Alabama)
)
COUNTY OF Shelby) SS
)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Brandon Lovelady
whose name as Lender of **Trustmark 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 Lender of **Trustmark National Bank**, executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 14th day of April, 2020.

Ashley D Shaw
Notary Public

My commission expires November 6th, 2023




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