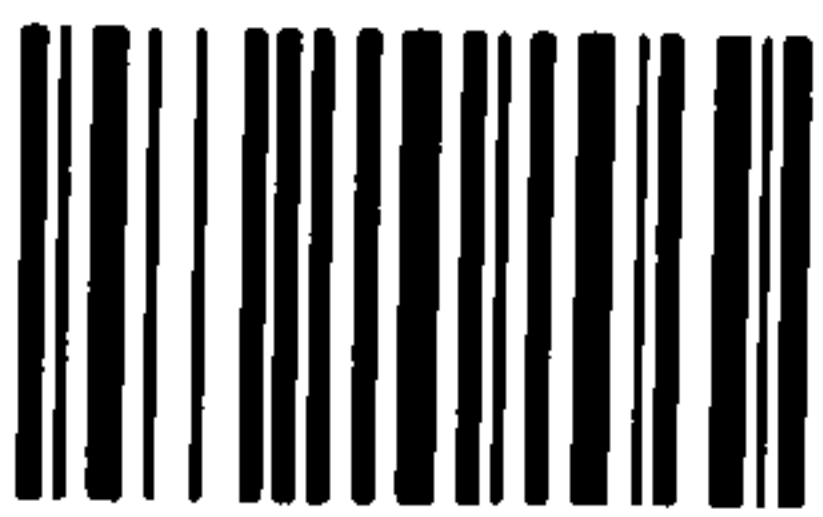


20200430000170330
04/30/2020 03:32:39 PM
MORTAMEN 1/4



350028

Requested by/Return to:
Title365 (Omaha)
11010 Burdette Street
PO Box 641010
Omaha, NE 68164
BOB PIERCE

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



MODIFICATION OF MORTGAGE



\$TI+00020200581610490+DOTM

Notice: The original principal amount available under the Note (as defined below), which was \$50,000.00 (on which any required taxes already have been paid), now is increased by an additional \$47,198.00.

THIS MODIFICATION OF MORTGAGE dated April 24, 2020, is made and executed between BOB PIERCE AND KIM PIERCE, MARRIED TO EACH OTHER, whose address is 1029 EAGLE MOUNTAIN LN, BIRMINGHAM, AL 352428209. (referred to below as "Grantor") and Truist Bank, whose address is 201 South Court St., Florence, AL 35630 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated July 21, 2018 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

Truist Bank, as successor by merger to SunTrust Bank.

07-30-2018 in Instrument 20180730000269700, in the amount of \$50,000.00 in the Clerk's Office of (County/City of) SHELBY and State of AL.

The maximum aggregate amount of principal to be secured at any one time is increased:

From: FIFTY THOUSAND DOLLARS AND 00/100
(\$50,000.00)

To: NINETY SEVEN THOUSAND ONE HUNDRED NINETY EIGHT DOLLARS AND 00/100
(\$97,198.00).

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

See the exhibit or other description document 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 1029 EAGLE MOUNTAIN LN, BIRMINGHAM, AL 352428209.

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

("XX" Represents applicable modifications to above referenced mortgage)

XX WHEREAS, Borrower has requested an increase in the amount of the credit line and Bank has agreed to increase the credit limit, on the terms and conditions set forth herein; and

XX The Bank hereby agrees to extend the time for payment of the Agreement and Security Instrument and Borrower agrees to pay same and any advances made pursuant to the equity line of credit as set forth in the Renewal Agreement, executed by Borrower on the date hereof, in the amount of the unpaid principal balance of the Agreement, plus accrued interest, costs, and expenses with a maturity date of 04-24-2050. No new monies have been advanced unless the box below is checked.

XX In order to evidence an increase in the credit line as contained in the Agreement, as contemplated hereby, the Renewal Agreement and the Security Instrument are hereby amended to provide for an increase in the credit limit in the amount of \$47,198.00.

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 endorser 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 hereby ratifies and affirms that Grantor's liability shall continue in full force and effect through and including the Note's now extended maturity date and that Grantor has no defenses, setoffs, or other claims against Lender arising out of this credit facility. If it is determined that any other person or entity other than Lender shall have a lien, encumbrance, or claim of any type which has a legal priority over any term of this Modification, the original terms of the Note and

MODIFICATION OF MORTGAGE
(Continued)

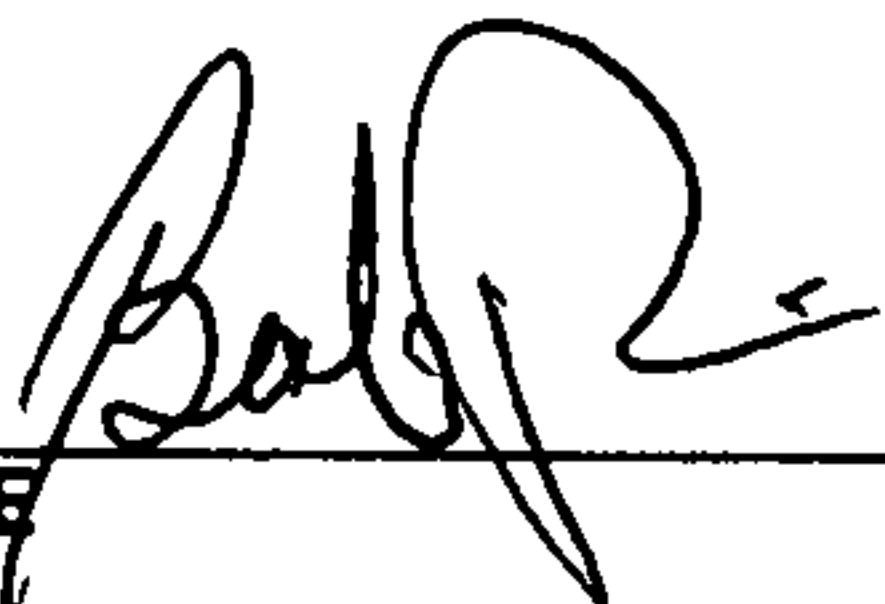
Page 2

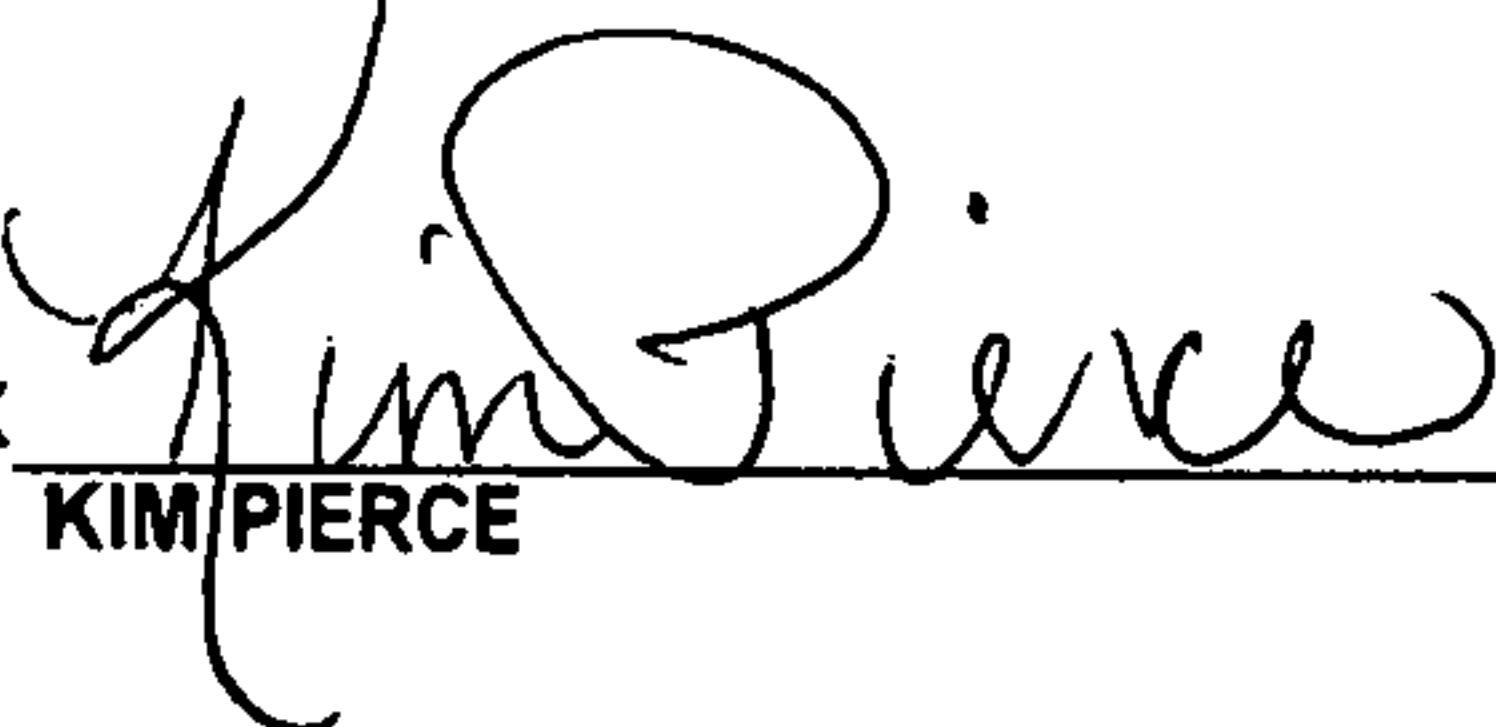
Mortgage shall be severable from this Modification and separately enforceable from the terms thereof as modified hereby in accordance with their original terms, and Lender shall maintain all legal or equitable priorities which were in existence before the date of execution of this Modification. It is understood by and is the intention of the parties hereto that any legal or equitable priorities of Lender over any party which were in existence before the date of execution of this Modification shall remain in effect after the execution of this Modification.

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 24, 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.

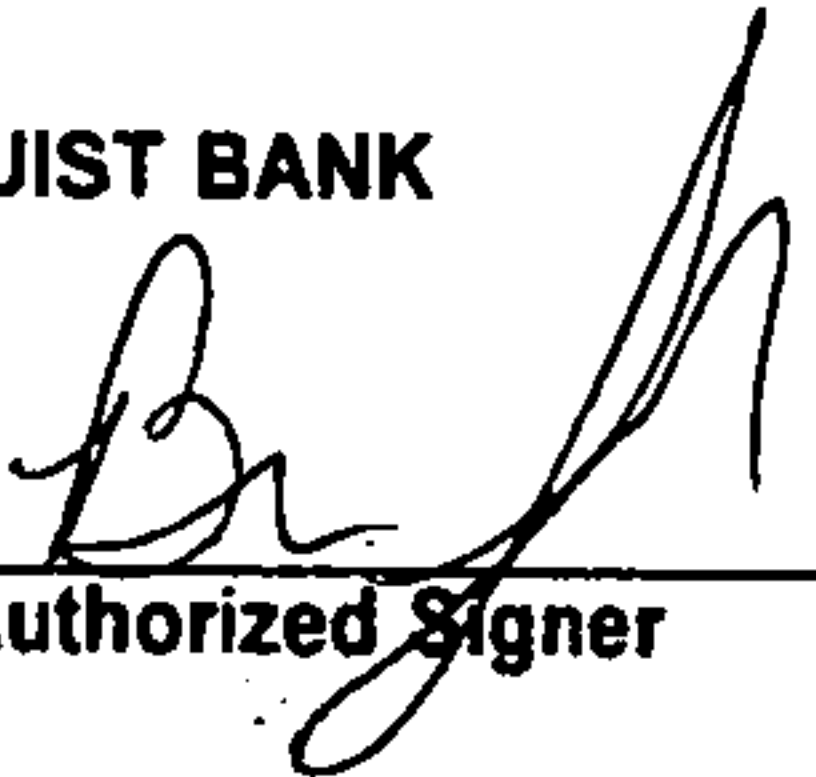
GRANTOR:

X  (Seal)
BOB PIERCE

X  (Seal)
KIM PIERCE

LENDER:

TRUIST BANK

X  (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: SANDRA SANDERS / 20200581610490 / ATI / QCPR
Address: 201 South Court St.
City, State, ZIP: Florence, AL 35630

INDIVIDUAL ACKNOWLEDGMENT

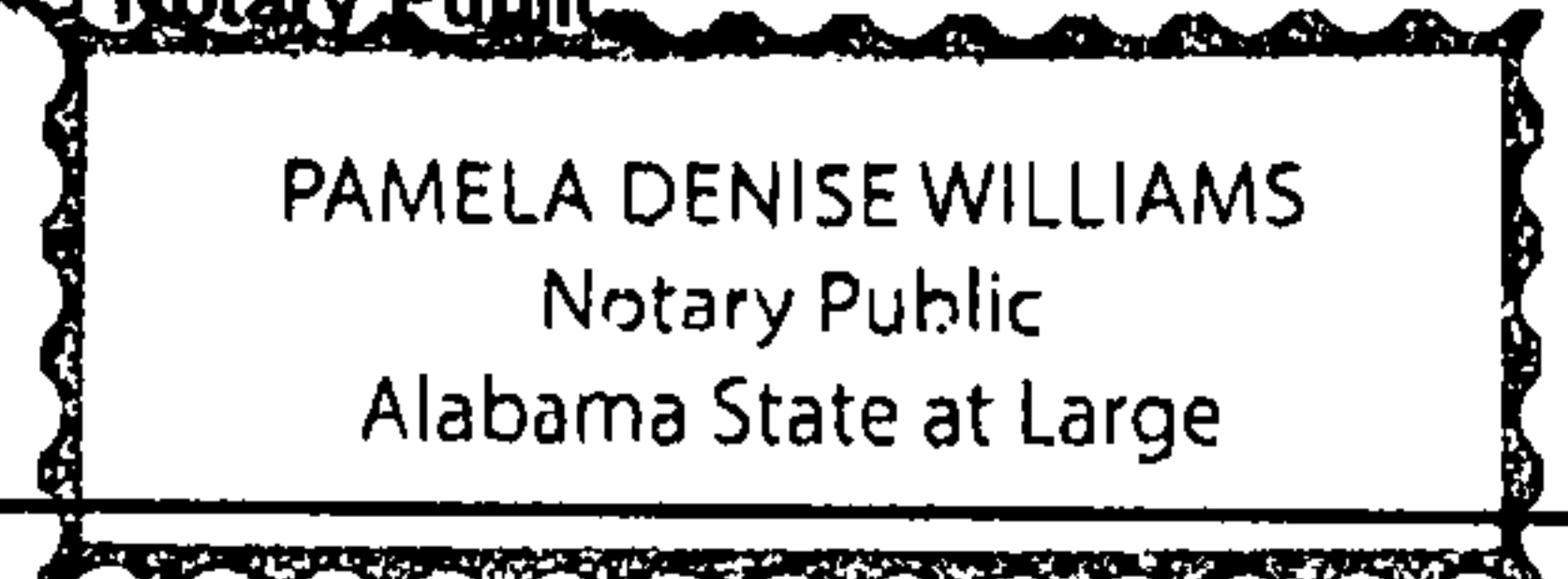
STATE OF Alabama)
) SS
COUNTY OF Shelby)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that BOB PIERCE, 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 24th day of April, 20 20.


Pamela Denise Williams Notary Public

My commission expires May 1, 2021




INDIVIDUAL ACKNOWLEDGMENT

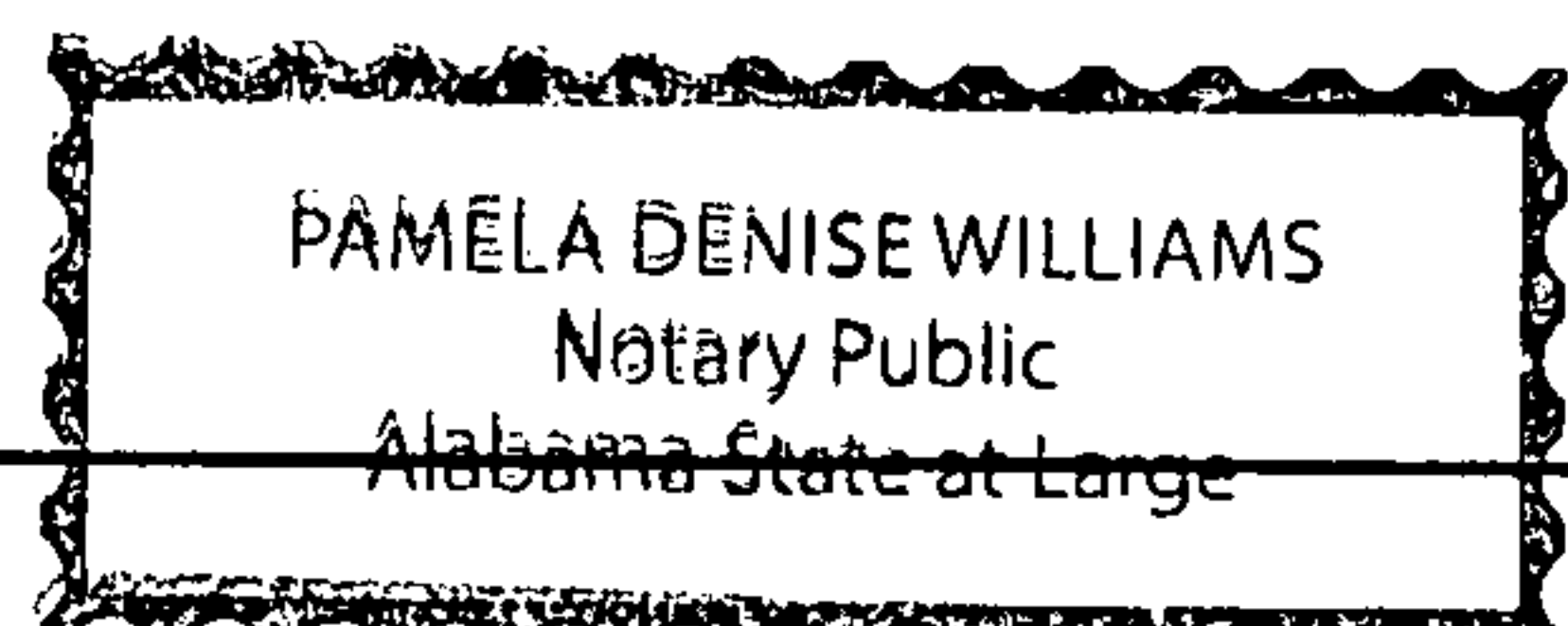
STATE OF Alabama)
) SS
COUNTY OF Shelby)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that KIM PIERCE, 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 24th day of April, 20 20.


Pamela Denise Williams Notary Public

My commission expires May 1, 2021

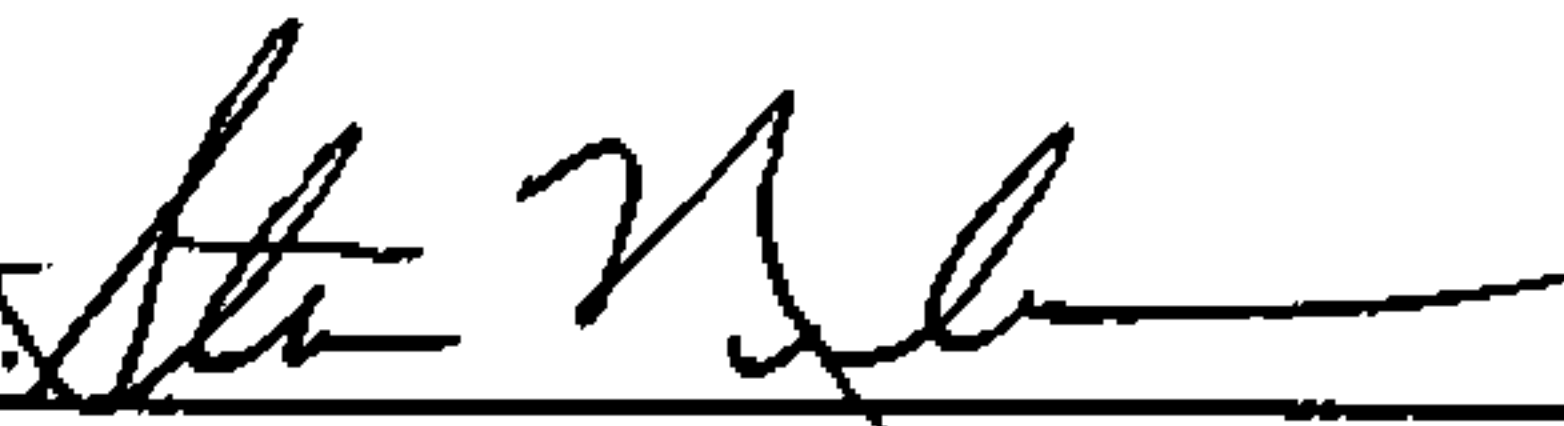


MODIFICATION OF MORTGAGE
(Continued)

Page 3

LENDER:

SUNTRUST BANK, BY AMERICAN TITLE, INC., ITS ATTORNEY IN FACT

X By  (Seal)
Authorized Officer **Steve Nelson**

Its: Attorney in Fact

LENDER ACKNOWLEDGMENT

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this 29TH day of APRIL, 20 20, before me, the undersigned Notary Public, personally appeared Steve Nelson and known to me to be the Attorney in Fact, authorized agent for **SunTrust Bank** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **SunTrust Bank**, duly authorized by **SunTrust Bank** through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and in fact executed this said instrument on behalf of **SunTrust Bank**.

By 
JoAnn Gill

Notary Public

My commission expires August 9, 2021



SCHEDULE "A"

THE FOLLOWING DESCRIBED REAL ESTATE, LYING AND BEING IN THE COUNTY OF SHELBY, STATE OF ALABAMA, TO-WIT:

LOT 1806, ACCORDING TO THE SURVEY OF EAGLE POINT 18TH SECTOR, AS RECORDED IN MAP BOOK 35, PAGE 94 A AND B, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

SUBJECT TO RESTRICTIONS, RESERVATIONS, EASEMENTS, COVENANTS, OIL, GAS OR MINERAL RIGHTS OF RECORD, IF ANY.

BEING PREVIOUSLY CONVEYED BY DEED FROM J.E. PATE DEVELOPMENT COMPANY, INC., A CORPORATION
TO BOB PIERCE AND KIM PIERCE, AS JOINT TENANTS, WITH RIGHT OF SURVIVORSHIP, FOR AND DURING THEIR JOINT LIVES AND UPON THE DEATH OF EITHER, THEN TO THE SURVIVOR OF THEM
, DATED 10/30/2006, AND RECORDED ON 10/31/2006 AT DOCUMENT REFERENCE 20061031000537550 IN SHELBY COUNTY, ALABAMA.

PARCEL ID(S): 093080008005000

FOR INFORMATIONAL PURPOSES ONLY, THE PROPERTY ADDRESS IS:

1029 EAGLE MOUNTAIN LN
BIRMINGHAM, AL 35242



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
04/30/2020 03:32:39 PM
\$176.80 MISTI
20200430000170330

Allen S. Bayl