

20200529000215390  
05/29/2020 12:20:53 PM  
MORTAMEN 1/5



391508

Requested by/Return to:  
Title365 (Omaha)  
11010 Burdette Street  
PO Box 641010  
Omaha, NE 68164  
SHERRI G JUNGLEN

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



## MODIFICATION OF MORTGAGE



\*\$TI+00020201320955450+DOTM\*

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 \$25,000.00.

THIS MODIFICATION OF MORTGAGE dated May 26, 2020, is made and executed between SHERRI G JUNGLEN, A SINGLE PERSON, whose address is 2944 BROOK HIGHLAND DR, BIRMINGHAM, AL 352425817. (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 April 30, 2019 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

Truist Bank, as successor by merger to SunTrust Bank.

05-15-2019 in Instrument 20190515000164420, in the amount of \$25,000.00 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: TWENTY FIVE THOUSAND DOLLARS AND 00/100  
(\$25,000.00)

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

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 2944 BROOK HIGHLAND DR, BIRMINGHAM, AL 352425817.

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 05-26-2050. 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 \$25,000.00.

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 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



**SCHEDULE "A"**

THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED IN SHELBY COUNTY, ALABAMA, TO-WIT:

LOT 1004, ACCORDING TO THE MAP AND SURVEY OF BROOK HIGHLAND, AN EDDLEMAN COMMUNITY, 10TH SECTOR, 1ST PHASE, AS RECORDED IN MAP BOOK 17, PAGE 108, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

35 FEET BUILDING LINE EASEMENT AND A 25 FEET SANITARY SEWER EASEMENT ALONG BROOK HIGHLAND DRIVE AS SHOWN ON THE RECORDED MAP OF SAID SUBDIVISION.

10 FEET EASEMENT ACROSS REAR AS SHOWN ON THE RECORDED MAP OF SAID SUBDIVISION.

EASEMENT AND AGREEMENT BETWEEN EDDLEMAN AND ASSOCIATES AND THE WATER WORKS AND SEWER BOARD OF THE CITY OF BIRMINGHAM RECORDED IN REAL BOOK 194, PAGE 20, AND REAL BOOK 194, PAGE 43, IN PROBATE OFFICE.

EASEMENT AND AGREEMENT BETWEEN AMSOUTH BANK, N.A. AS ANCILLARY TRUSTEE FOR NCNB NATIONAL BANK OF NORTH CAROLINA, AS TRUSTEE FOR THE PUBLIC EMPLOYEE RETIREMENT SYSTEM OF OHIO AND THE WATER WORKS AND SEWER BOARD OF THE CITY OF BIRMINGHAM, AS RECORDED IN REAL BOOK 194, PAGES 1 AND 40 IN PROBATE OFFICE.

DRAINAGE AGREEMENT BETWEEN AMSOUTH BANK, N.A. AS ANCILLARY TRUSTEE FOR NCNB NATIONAL BANK OF NORTH CAROLINA, AS TRUSTEE FOR THE PUBLIC EMPLOYEE RETIREMENT SYSTEM OF OHIO AND EDDLEMAN AND ASSOCIATES, AS RECORDED IN REAL BOOK 125, PAGE 238, IN PROBATE OFFICE.

RECIPROCAL EASEMENT AGREEMENT BETWEEN AMSOUTH BANK, N.A. AN ANCILLARY TRUSTEE FOR NCNB NATIONAL BANK OF NORTH CAROLINA, AS TRUSTEE FOR THE PUBLIC EMPLOYEE RETIREMENT SYSTEM OF OHIO AND EDDLEMAN AND ASSOCIATES, RECORDED IN REAL BOOK 125, PAGE 249, AND REAL BOOK 199, PAGE 18 IN PROBATE OFFICE. TITLE TO ALL OIL, GAS AND MINERALS WITHIN AND UNDERLYING THE PREMISES, TOGETHER WITH ALL OIL



AND MINING RIGHTS AND OTHER RIGHTS, PRIVILEGES AND IMMUNITIES RELATING THERETO, TOGETHER WITH ANY RELEASE OF LIABILITY FOR INJURY OR DAMAGE TO PERSONS OR PROPERTY AS A RESULT OF THE EXERCISE OF SUCH RIGHTS AS RECORDED IN DEED BOOK 32, PAGE 48, AND DEED BOOK 121, PAGE 294. RESTRICTIVE COVENANTS WITH REGARD TO UNDERGROUND TRANSMISSION INSTALLATION BY ALABAMA POWER COMPANY AS RECORDED IN REAL BOOK 181, PAGE 995, IN PROBATE OFFICE.

TERMS, PROVISIONS, COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, CHARGES, ASSESSMENTS AND LIENS (PROVISIONS, IF ANY, BASED ON RACE, COLOR, RELIGION, OR NATIONAL ORIGIN ARE OMITTED) PROVIDED IN THE COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED IN REAL BOOK 194, PAGE 254 ALONG WITH ARTICLES OF INCORPORATION OF BROOK HIGHLAND HOMEOWNER'S ASSOCIATION, INC. AS RECORDED IN REAL BOOK 194, PAGE 281 AND BYLAWS OF BROOK HIGHLAND HOMEOWNER'S ASSOCIATION, INC., AS RECORDED IN REAL BOOK 194, PAGE 287 ALONG WITH SUPPLEMENTAL PROTECTIVE COVENANTS BEING AMENDED IN REAL BOOK 263, PAGE 604 AND SUPPLEMENTAL PROTECTIVE COVENANTS OF BROOK HIGHLAND 10TH SECTOR AS RECORDED IN INSTRUMENT # 1993-31073 AND INSTRUMENT # 1994-32333.

RELEASE OF DAMAGES AS SET FORTH IN INSTRUMENT # 1993-35869.

DECLARATION OF PROTECTIVE COVENANTS FOR THE "WATERSHED PROPERTY" RECORDED IN REAL BOOK 194, PAGE 54, IN PROBATE OFFICE.

EASEMENT FOR SANITARY SEWER LINES AND WATER LINES AS RECORDED IN INSTRUMENT # 1993-29505, ALONG WITH A DEED AND BILL OF SALE RECORDED IN INSTRUMENT # 1993-29504.

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

BEING PREVIOUSLY CONVEYED BY WARRANTY DEED FROM HAROLD RODERICK WILLIAMS AND MARILYN WILLIAMS, HUSBAND AND WIFE TO SHERRI G JUNGLEN, DATED 04/11/2019, AND RECORDED ON 04/15/2019 AT DOCUMENT REFERENCE 20190415000120390 IN SHELBY COUNTY, ALABAMA.

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**PARCEL ID(S):** 039300002001042

**FOR INFORMATIONAL PURPOSES ONLY, THE PROPERTY ADDRESS IS:**

2944 BROOK HIGHLAND DR  
BIRMINGHAM, AL 35242



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
05/29/2020 12:20:53 PM  
\$109.00 JESSICA  
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*Allen S. Bayl*