

20200724000312020  
07/24/2020 03:48:57 PM  
MORTAMEN 1/3

**RECORDATION REQUESTED BY:**

River Bank & Trust  
Opelika Office  
1804 Thomason Drive  
Opelika, AL 36801

**WHEN RECORDED MAIL TO:**

River Bank & Trust  
Opelika Office  
1804 Thomason Drive  
Opelika, AL 36801

**SEND TAX NOTICES TO:**

PAUL ALAN ABRAMS, JR.  
MELISSA GRUBBS ABRAMS  
563 WOODRIDGE TRACE  
CHELSEA, AL 35043

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

**MODIFICATION OF MORTGAGE**



\*#####048540107232020\*

**Notice:** The original principal amount available under the Note (as defined below), which was \$460,000.00 (on which any required taxes already have been paid), now is increased by an additional \$40,000.00.

**THIS MODIFICATION OF MORTGAGE** dated July 23, 2020, is made and executed between Paul Alan Abrams, Jr. and Melissa Grubbs Abrams, Husband and Wife, whose address is 563 Woodbridge Trace, Chelsea, AL 35043 (referred to below as "Grantor") and River Bank & Trust, whose address is 1804 Thomason Drive, Opelika, AL 36801 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated December 7, 2018 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

Recording dated 12/10/2018 in the Office of the Judge of Probate, Shelby County, Alabama, Instrument Number 20181210000429900, securing an original principal indebtedness of \$460,000.00.

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

Lot 1, Badham Subdivision, according to the map recorded in Map Book 47, Page 30, in the Probate Office of Shelby County, Alabama

The Real Property or its address is commonly known as 2110 HWY 69, CHELSEA, AL 35043.

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

The current principal balance of the loan is \$460,000.00. The loan amount has been increased to \$500,000.00. .

**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 initial extension or modification, but also to all such subsequent actions.



\*#####048540207232020\*

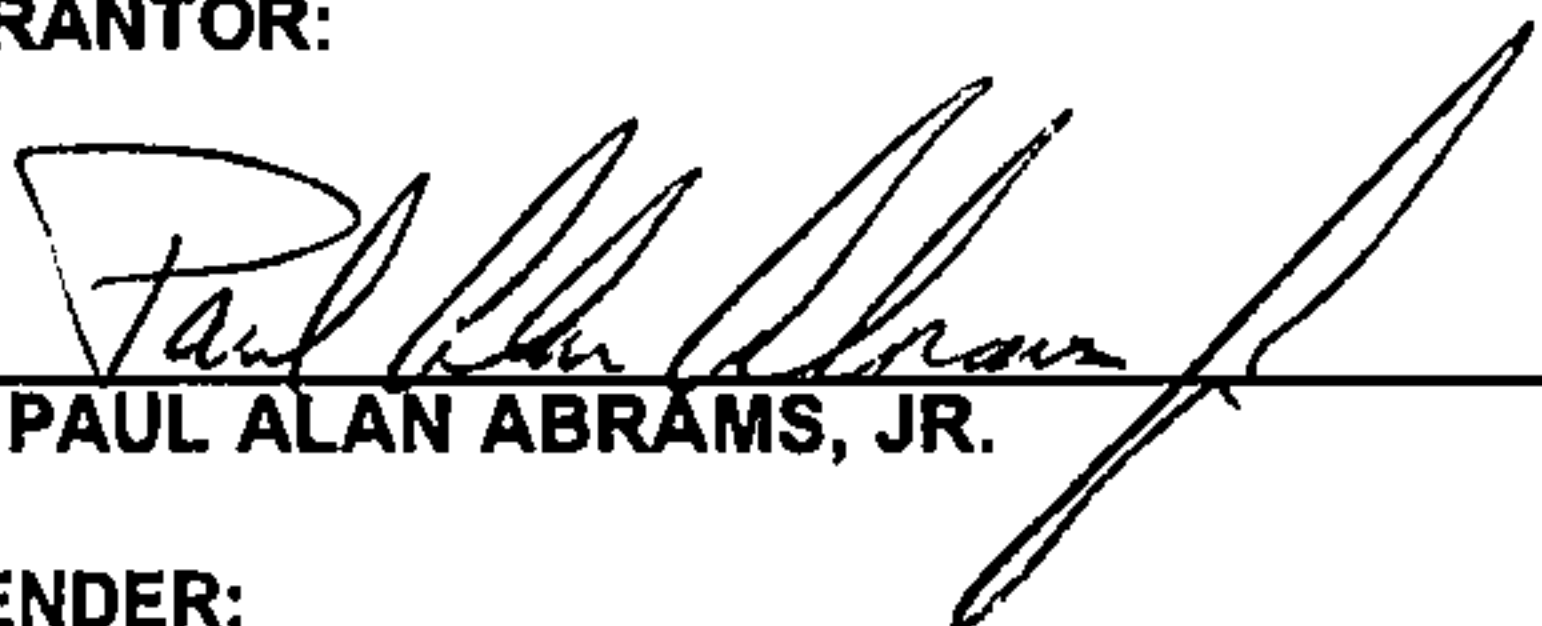
**MODIFICATION OF MORTGAGE  
(Continued)**


Page 2

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JULY 23, 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)  
PAUL ALAN ABRAMS, JR.

X  (Seal)  
MELISSA GRUBBS ABRAMS

LENDER:

RIVER BANK & TRUST

X  (Seal)  
Boles Pegues, Executive Vice President

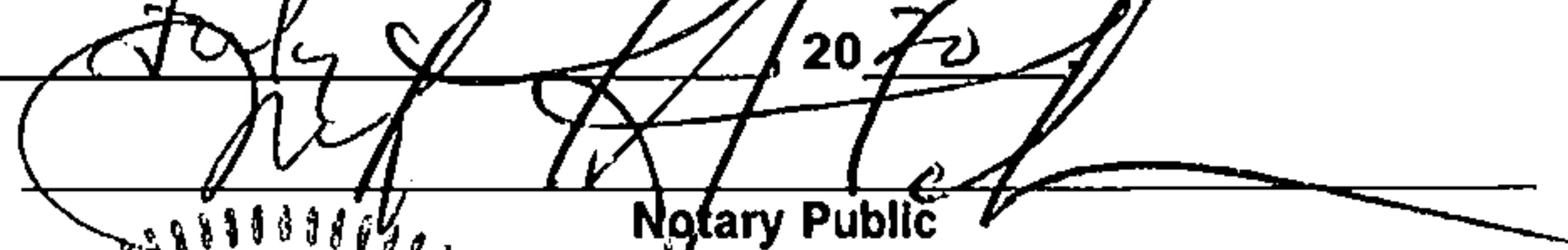
This Modification of Mortgage prepared by:

Name: River Bank & Trust  
Address: 1804 Thomason Drive  
City, State, ZIP: Opelika, AL 36801

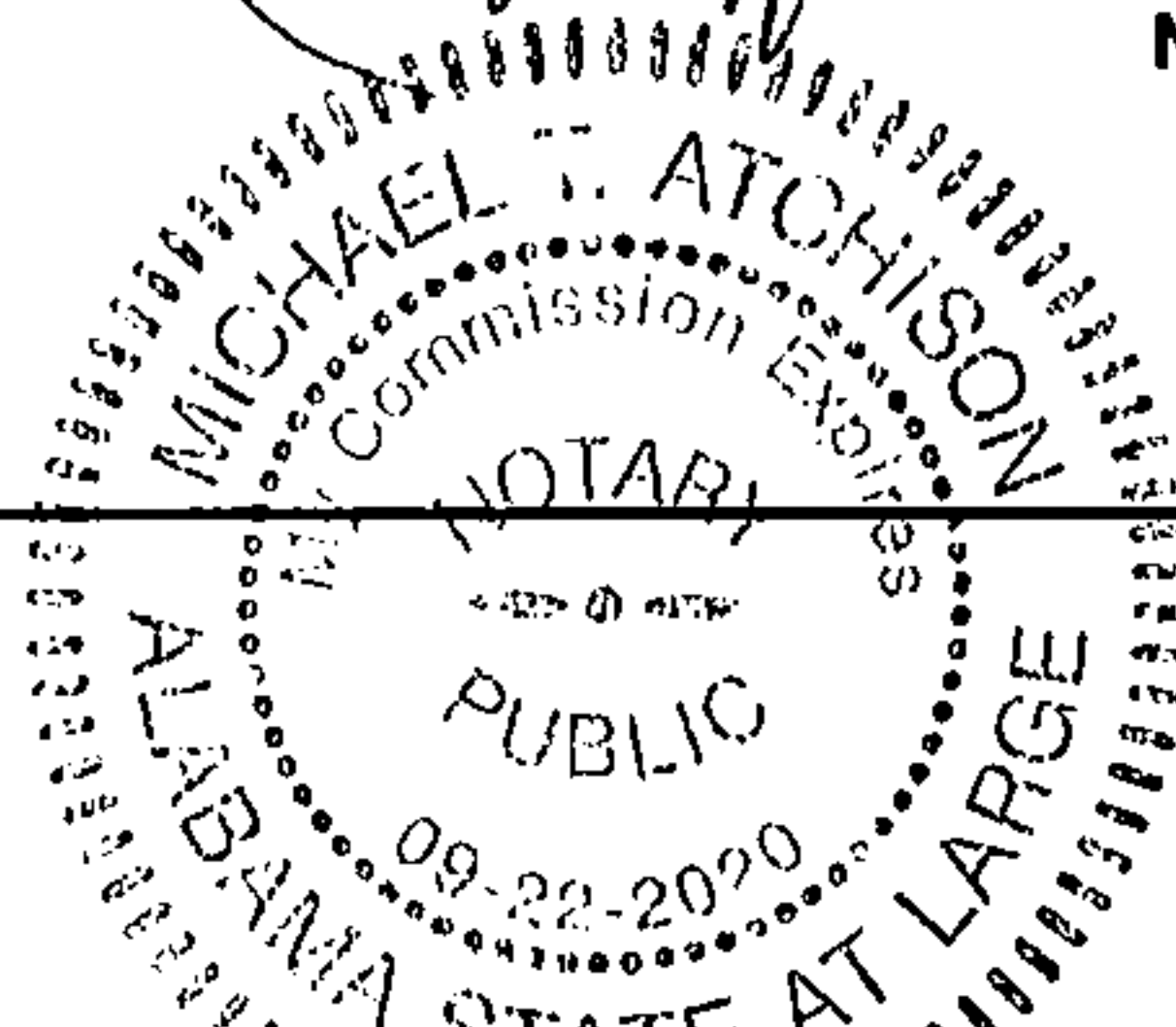
**INDIVIDUAL ACKNOWLEDGMENT**

STATE OF Al )  
 ) SS  
COUNTY OF Shelby )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **PAUL ALAN ABRAMS, JR. and MELISSA GRUBBS ABRAMS**, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of said Modification, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 23rd day of July, 2020  
  
Notary Public

My commission expires 9-22-20





\*#####048540307232020\*

# **MODIFICATION OF MORTGAGE (Continued)**

Page 3

## **LENDER ACKNOWLEDGMENT**

STATE OF AL

)

COUNTY OF Lee

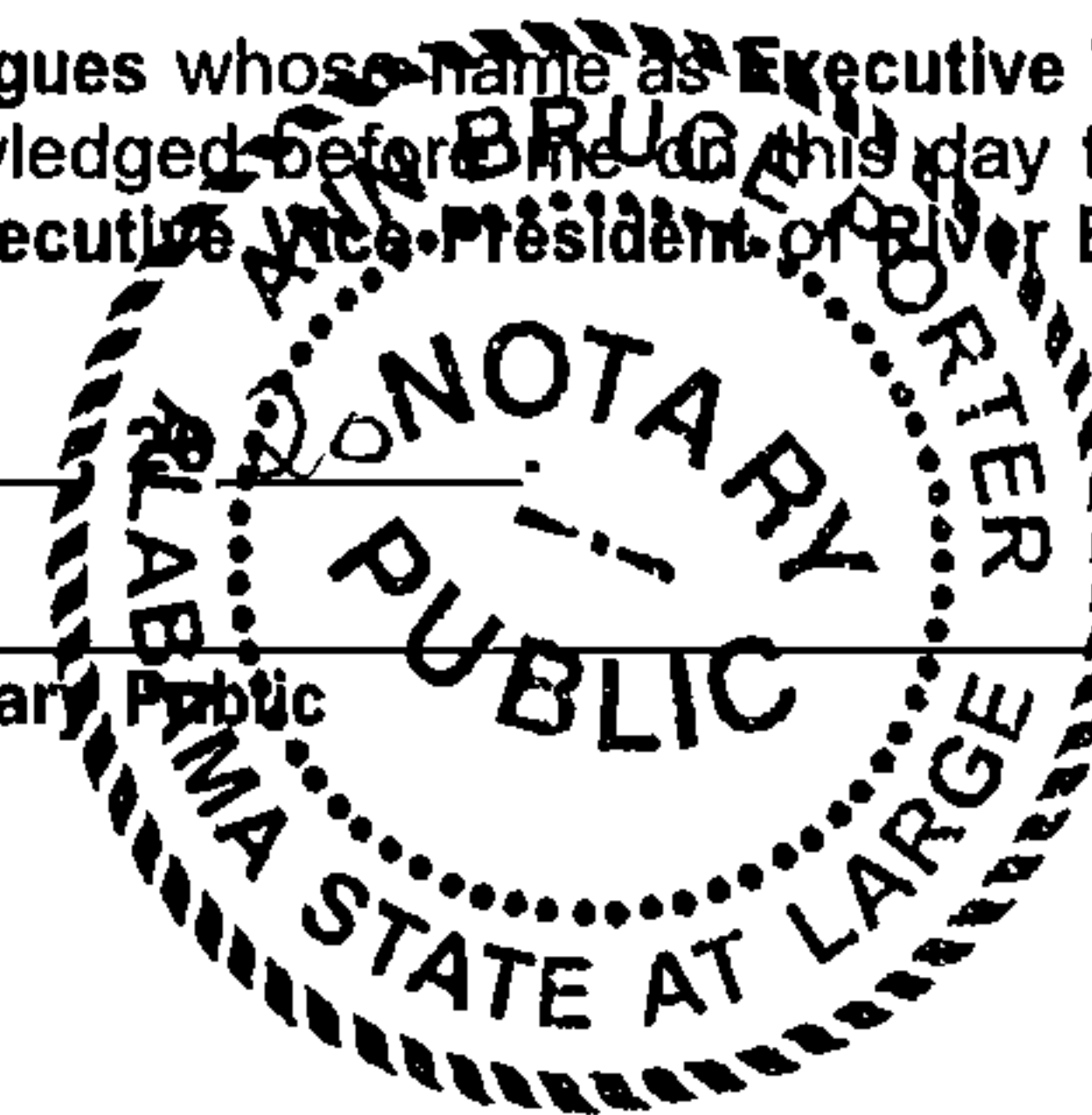
) SS

)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Boles Pegues whose name as Executive Vice President of River Bank & Trust 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 Executive Vice President of River Bank & Trust, executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 23 day of JulyABP

Notary Public

My commission expires My Commission Expires January 3, 2021

## **Originator Names and Nationwide Mortgage Licensing System and Registry IDs:**

Organization: River Bank &amp; Trust

NMLSR ID: 405629

Individual: Boles B Pegues III

NMLSR ID: 505473

LaserPro, Ver. 19.4.0.030 Copr. Finastra USA Corporation 1997, 2020. All Rights Reserved. - AL C:\LASERPRO\CF\NLPLIG201.FC  
TR-11222 PR-8



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
07/24/2020 03:48:57 PM  
\$88.00 MISTI  
20200724000312020

Allen S. Bayl