


RECORDATION REQUESTED BY:

CADENCE BANK, N.A.
Bus Bkg AL Bham Main
2100 Third Avenue North Suite 1100
Birmingham, AL 35203


20200817000354580 1/3 \$329.00
Shelby Cnty Judge of Probate, AL
08/17/2020 12:53:54 PM FILED/CERT

WHEN RECORDED MAIL TO:

CADENCE BANK, N.A.
LOAN OPERATIONS
3500 Colonnade Parkway, Ste 600
Birmingham, AL 35243

SEND TAX NOTICES TO:

Rory J. Chrane
2075 Old Montgomery Highway
Birmingham, AL 35244

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated May 7, 2020, is made and executed between Rory J. Chrane, a married man, whose address is 2007 Water Edge Drive, Birmingham, AL 35244; (referred to below as "Grantor") and CADENCE BANK, N.A., whose address is 2100 Third Avenue North Suite 1100, Birmingham, AL 35203 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated February 12, 2016 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recording Date March 3, 2016, Office Shelby County Judge of Probate, Page 1/6, as instrument number #20160303000068510; Modification of Mortgage Recording Date January 12, 2018, Office of Shelby County Judge of Probate, Page 1/2, as instrument 20180112000013600, i/a/o \$400,000.00.

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 2075 Old Montgomery Highway, Birmingham, AL 35244. The Real Property tax identification number is 11-7-25-4-001-010.000.

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

Principal Decrease to \$200,000.00

Removing Maturity Date.

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.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED MAY 7, 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)
Rory J. Chrane

**MODIFICATION OF MORTGAGE
(Continued)**

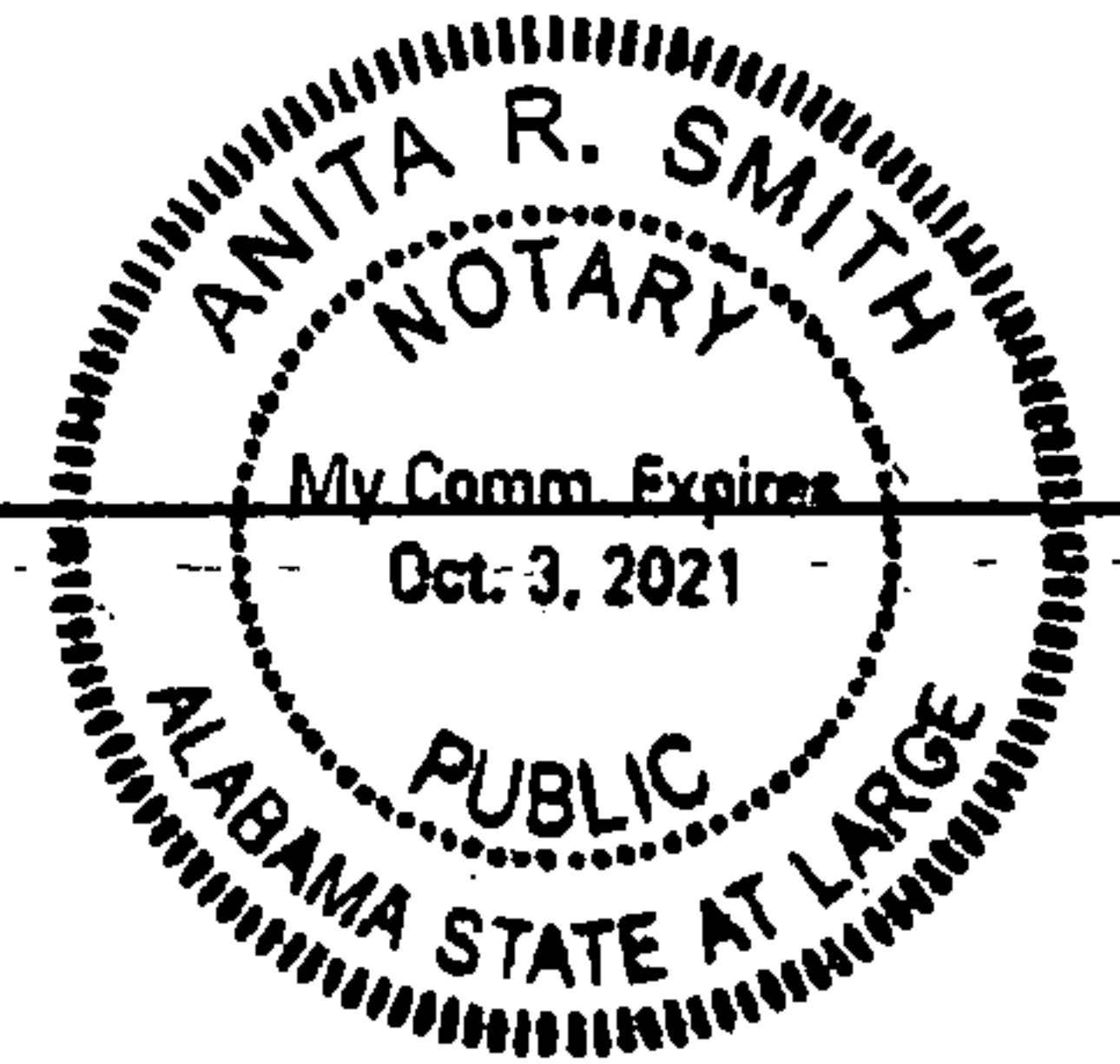
LENDER:

CADENCE BANK, N.A.

x Karley Allison (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: Vershaune Roscoe, Lending Support Specialist II
Address: 3500 Colonnade Parkway, Suite 600
City, State, ZIP: Birmingham, AL 35243



INDIVIDUAL ACKNOWLEDGMENT

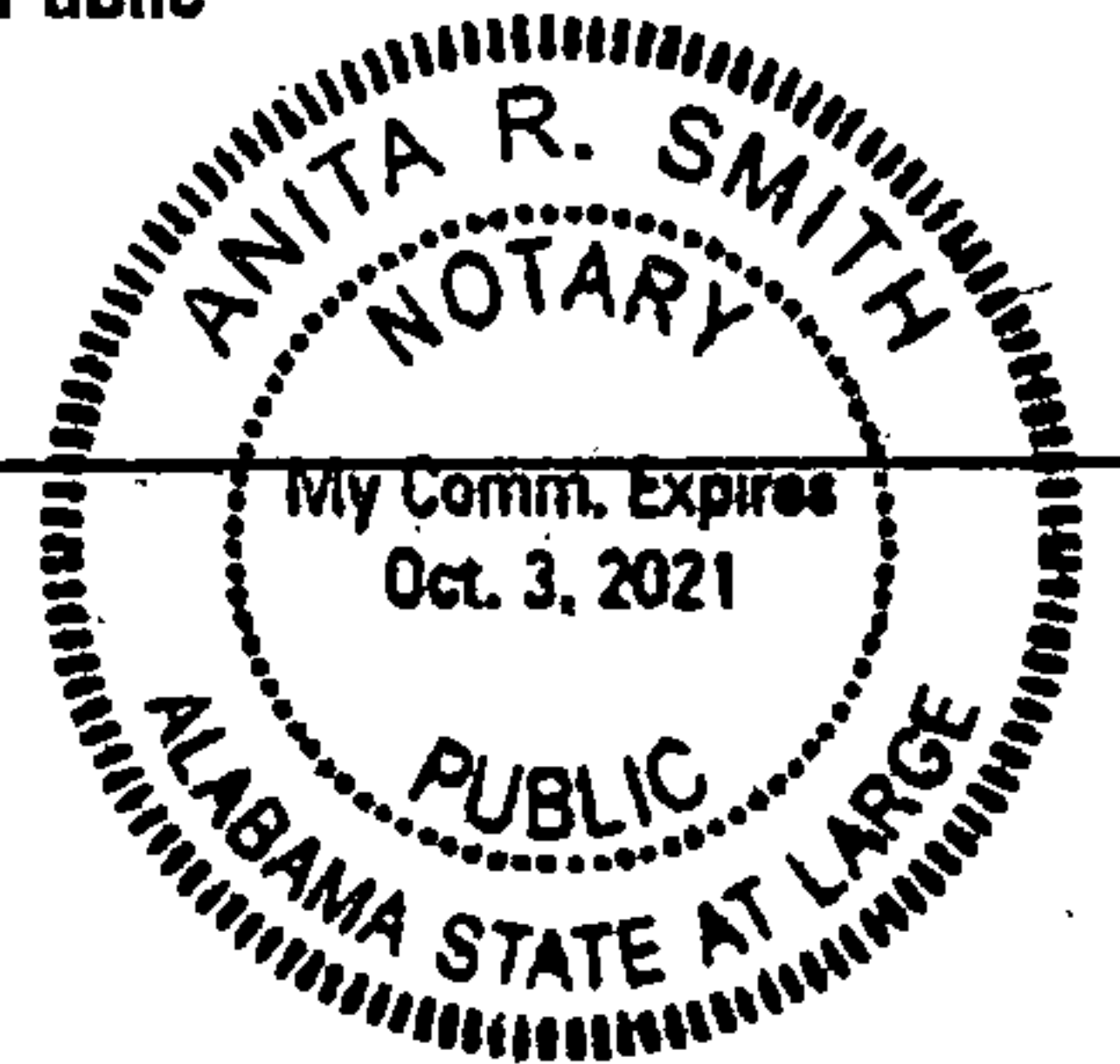
STATE OF Alabama)
) SS
COUNTY OF Jefferson)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **Rory J. Chrane**, a married man, 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 11th day of May, 2020.

Anita R. Smith
Notary Public

My commission expires Oct 3, 2021



LENDER ACKNOWLEDGMENT

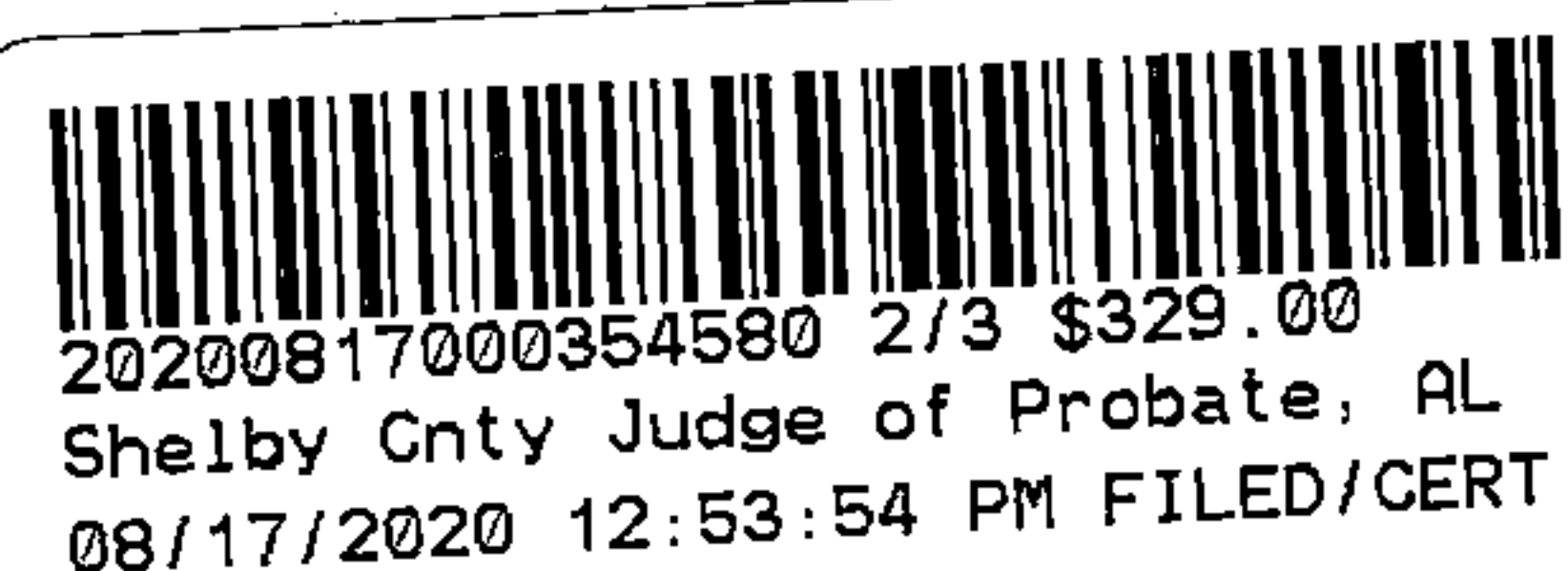
STATE OF Alabama)
) SS
COUNTY OF Jefferson)


I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Karley Allison whose name as SVP of **CADENCE BANK, N.A.** 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 SVP of **CADENCE BANK, N.A.**, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 11th day of May, 2020.

Anita R. Smith
Notary Public

My commission expires Oct 3, 2021



 First American Title™	ALTA Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company
Exhibit A	

Commitment No.: D-7388

The Land referred to herein below is situated in the County of Shelby, State of Alabama, and is described as follows:

A part of Lot 1 of the Riverchase Trade Center, as recorded in Map Book 12 page 24 in the Probate Office and a part of the SE 1/4 of the SE 1/4 Section 25, Township 19 South, Range 3 West, more particularly described as follows:

Commence at the Southwest corner of the SE 1/4 of SE 1/4 of Section 25, Township 19 South, Range 3 West, Shelby County, Alabama; thence run North 00 deg. 00 min. 00 sec. West for 146.92 feet to a point on the northerly right of way of Shelby County Highway 275 and the point of beginning of the parcel-herein described; thence run North 34 deg. 13 min. 20 sec. West for 45.45 feet along the Northerly right of way of Highway 275 to a set iron; thence run North 56 deg. 21 min. 29 sec. East for 306.65 feet to a set iron; thence run South 67 deg. 22 min. 40 sec. East for 256.17 feet to an existing capped rebar; thence run South 61 deg. 14 min. 31 sec. West for 438.73 feet to an existing capped rebar on the northerly right of way of Highway 275; thence run North 34 deg. 13 min. 20 sec. for 112.59 feet along northerly right of way of Highway No. 275 to a point; thence run South 55 deg. 46 min. 40 sec. West for 10.00 feet along right of way of Highway 275; thence run North 34 deg. 13 min. 20 sec. West along northerly right of way of Highway No. 275 for 17.75 feet to the point of beginning; being situated in Shelby County, Alabama.

Together with an easement for Ingress and Egress over the following described property:

Commence at the Southwest corner of Southeast 1/4 of Southeast 1/4 of Section 25, Township 19 South, Range 3 West, Shelby County, Alabama; thence run North 00 deg. 00 min. 00 sec. West for 146.92 feet to a point on the Northerly Right of Way of Shelby County Highway 275; thence run North 34 deg. 13 min. 20 sec. West for 4.61 feet along the Northerly Right of Way of Highway 275 to a set iron and the point of beginning of an ingress/egress easement herein described; thence run North 34 deg. 13 min. 20 sec. West of 80.00 feet along the Easterly Right of Way of Shelby County Highway 275; thence run North 55 deg. 46 min. 40 sec. East for 60.00 feet; thence run South 34 deg. 13 min. 20 sec. East for 80.00 feet; thence run South 55 deg. 46 min. 40 sec. West for 60.00 feet to the point of beginning.

Together with an easement for the installation, use, repair, maintenance and replacement of sewer facilities over, across, and under the following described property: An easement for sanitary sewers 15 feet wide, the centerline being described as follows:

Commence at a 5/8 inch rebar set at the Northeast corner of Lot 1 of Riverchase Trade Center, as recorded in Map Book 12 page 24 in the Probate Office of Shelby County, Alabama; thence South 82 deg. 30 min. 40 sec. West along the north line of Lot 1, 7.54 feet to the point of beginning; thence South 1 deg. 17 min. 50 sec. East 64.26 feet; thence South 67 deg. 22 min. 40 sec. East 265.04 feet to the point of ending.

All of the above described property is situated and lying in Shelby County, Alabama.

