

20200915000410800
09/15/2020 09:43:49 AM
MORTAMEN 1/4

RECORDATION REQUESTED BY:

Bryant Bank
Columbiana
21290 Hwy 25
Columbiana, AL 35051

WHEN RECORDED MAIL TO:

Bryant Bank
P.O. Office Box 2087
Birmingham, AL 35201

SEND TAX NOTICES TO:

Deryl G Farmer
3614 Hwy 55
Wilsonville, AL 35186-0000

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



MODIFICATION OF MORTGAGE



#####%0740%08262020%#####

THIS MODIFICATION OF MORTGAGE dated August 26, 2020, is made and executed between Deryl G Farmer, a married man (referred to below as "Grantor") and Bryant Bank, whose address is 21290 Hwy 25, Columbiana, AL 35051 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated August 27, 2010 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded on 8/30/10 in Instrument# 20100830000279870 in the Judge of Probate Office of Shelby County, Alabama.

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.

This doesn't constitute the homestead of Mortgagor.

The Real Property or its address is commonly known as 271 Creek Hollow Trail , Wilsonville, AL 35186.

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

The purpose of this modification is to add the following Advances or Re-Advances language:

Future Advances or Re-Advances language: In addition to the Note, this Mortgage secures all other indebtedness of the Grantor to the Lender whether or not such indebtedness exists at the time this Mortgage is executed by the Grantor, including future advances or re-advances of indebtedness made by Lender, and whether or not such indebtedness is primary or secondary, direct or indirect, contingent or absolute, matured or un-matured, as guarantor or otherwise, joint or several, and otherwise secured or not. This Mortgage secures, in addition to the amounts specified in the Note, future advances or re-advances in an unlimited amount, including any renewal, extension, modification or increase, together with all interest thereon, which Lender may make pursuant to the terms and conditions of the Note or any other note, loan agreement, security agreement, mortgage, deed of trust, collateral pledge agreement, contract, assignment, or any other instrument or agreement of any kind now or hereafter existing as security for or executed in connection with this or any related indebtedness.

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.

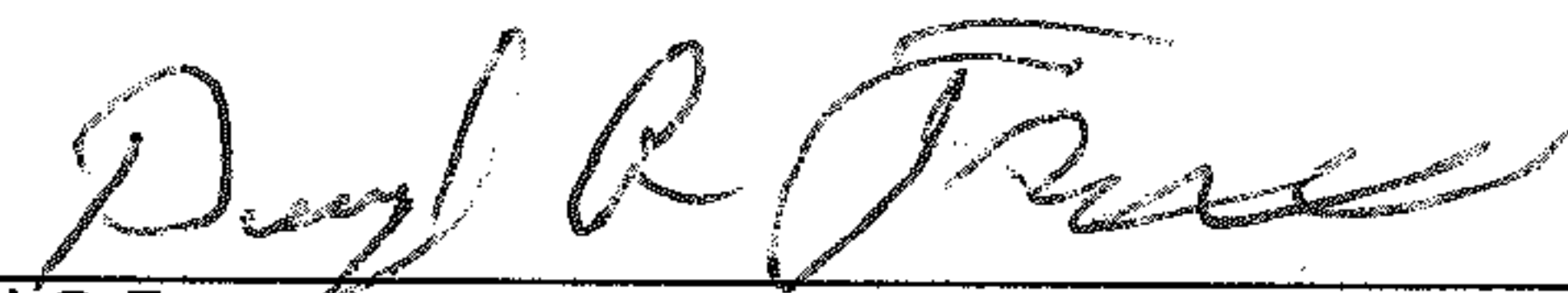
**MODIFICATION OF MORTGAGE
(Continued)**

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 AUGUST 26, 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)
Deryl G Farmer

LENDER:

BRYANT BANK

X  (Seal)
Melinda S Tolleson, Vice President

This Modification of Mortgage prepared by:

Name: Donna Atchison
Address: 21290 Hwy 25
City, State, ZIP: Columbiana, AL 35051

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 **Deryl G Farmer**, 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 26 day of August, 2020.

**My Commission Expires
August 7, 2022**

My commission expires _____


Notary Public

MODIFICATION OF MORTGAGE
(Continued)

Page 3

LENDER ACKNOWLEDGMENT

STATE OF Alabama

)

) SS

COUNTY OF Shelby

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I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **Melinda S Tolleson** whose name as **Vice President of Bryant 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 **Vice President of Bryant Bank**, executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 26 day of August, 2020.

My Commission Expires
August 7, 2022

My commission expires

Melinda Tolleson
Notary Public

EXHIBIT "A"

Begin at the SW corner of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 17, Township 20 South, Range 1 East; thence run Northerly along the West line thereof 150.01 feet; thence 93 degrees 17 minutes 12 seconds right run Easterly for 284.60 feet to a point of a curve to the left, having a central angle of 17 degrees 8 minutes 43 seconds, a radius of 200.02 feet, and an arc length of 94.76 feet; thence 68 degrees 3 minutes 27 seconds right to chord run Southeasterly along said chord for 93.88 feet; thence 13 degrees 34 minutes 21 seconds left run Southeasterly for 19.01 feet; thence 108 degrees 26 minutes 59 seconds right run Southwesterly for 263.09 feet; thence 40 degrees 4 minutes 50 seconds right run Northwesterly for 76.73 feet to the point of beginning.

Also, a 50-foot easement, the centerline of which is more particularly described as follows: Commence at the SW corner of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 17, Township 20 South, Range 1 East; thence run Northerly along the West line thereof 150.01 feet; thence continue along the last described course for 650.88 feet to the center of a creek; thence 132 degrees 21 minutes 57 seconds right run Southeasterly along the center of said creek for 244.37 feet; thence 4 degrees 19 minutes 46 seconds left continue Southeasterly along center of said creek for 95.00 feet; thence 20 degrees 22 minutes 11 seconds left run Southeasterly for 43.52 feet; thence 6 degrees 3 minutes 36 seconds right run Southeasterly for 78.70 feet; thence 66 degrees 16 minutes 27 seconds right leave center of said creek and run Southerly for 217.36 feet; thence 34 degrees 54 minutes 42 seconds left run Southeasterly for 25.00 feet to the point of beginning and to a point of a curve to the left, having a central angle of 87 degrees 19 minutes 3 seconds, a radius of 175.02 feet, and an arc length of 266.73 feet; thence 46 degrees 20 minutes 28 seconds right to chord run Southwesterly along said chord for 241.66 feet; thence 43 degrees 39 minutes 32 seconds left and run Southeasterly for 222.78 feet to a point of a curve to the right, having a central angle of 24 degrees 58 minutes 5 seconds, a radius of 192.32 feet, and an arc length of 83.81 feet; thence 12 degrees 29 minutes 2 seconds right to a chord run Southeasterly along said chord for 83.15 feet to a point of a curve to the left, having a central angle of 19 degrees 10 minutes 4 seconds, a radius of 422.08 feet, and an arc length of 141.20 feet; thence 2 degrees 54 minutes 34 seconds right to chord run Southeasterly along said chord for 140.55 feet to a point of a curve to the right, having a central angle of 7 degrees 22 minutes 44 seconds, a radius of 1132.00 feet, and an arc length of 145.79 feet; thence 5 degrees 53 minutes 4 seconds left to chord run Southeasterly along said chord for 145.68 feet to point of a curve to the left, having a central angle of 9 degrees 40 minutes 14 seconds, a radius of 2325.16 feet, and an arc length of 392.45 feet; thence 1 degrees 8 minutes 45 seconds left to chord run Southeasterly along said chord for 391.99 feet to a point in the center of a 60-foot easement and the point of ending.

Also, a 60-foot easement for tracts, the boundary of which being more particularly described in Lease Sale Contract recorded in Instrument #20010312000085560, in Probate Office.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
09/15/2020 09:43:49 AM
\$32.00 CHERRY
20200915000410800

Allen S. Beyle