



20201105000504320 1/4 \$331.00
Shelby Cnty Judge of Probate, AL
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This instrument was prepared by LAUIRE EDWARDS, FIRST US BANK, 131 West Front Street, P O Box 249, Thomasville, AL 36784

MODIFICATION OF MORTGAGE

DATE AND PARTIES. The date of this Real Estate Modification (Modification) is October 23, 2020. The parties and their addresses are:

MORTGAGOR:

ELMER E. HAHN

An unmarried individual

335 ARABIAN RD

COLUMBIANA, AL 35051

LENDER:

FIRST US BANK

Organized and existing under the laws of Alabama

131 West Front Street

Thomasville, AL 36784

1. BACKGROUND. Mortgagor and Lender entered into a security instrument dated 10/14/2020 and recorded on 10/22/2020 (Security Instrument). The Security Instrument was recorded in the records of Shelby County, Alabama at INST #20201022000482550 and covered the following described Property:

See Exhibit "A" for complete legal description.

The property is located in Shelby County at 335 Arabian Road, Columbiana, Alabama 35051.

2. MODIFICATION. For value received, Mortgagor and Lender agree to modify the Security Instrument as provided for in this Modification.

The Security Instrument is modified as follows:

A. Maximum Obligation Limit. The maximum obligation provision of the Security Instrument is modified to read:

(1) Maximum Obligation Limit. The total principal amount secured by this Security Instrument at any one time and from time to time will not exceed \$250,000.00. Any limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms

of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

B. Secured Debt. The secured debt provision of the Security Instrument is modified to read:

(1) Secured Debts and Future Advances. The term "Secured Debts" includes and this Security Instrument will secure each of the following:

(a) Specific Debts. The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note or other agreement, No. 5115798, dated October 14, 2020, from ELMER EUGENE HAHN (Borrower) to Lender, with a modified maximum credit limit of \$250,000.00 and maturing on October 14, 2030.

(b) Future Advances. All future advances from Lender to ELMER EUGENE HAHN under the Specific Debts executed by ELMER EUGENE HAHN in favor of Lender after this Security Instrument. If more than one person signs this Security Instrument, each agrees that this Security Instrument will secure all future advances that are given to ELMER EUGENE HAHN either individually or with others who may not sign this Security Instrument. All future advances are secured by this Security Instrument even though all or part may not yet be advanced. All future advances are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future advances in any amount. Any such commitment must be agreed to in a separate writing.

(c) All Debts. All present and future debts from ELMER EUGENE HAHN to Lender, even if this Security Instrument is not specifically referenced, or if the future debt is unrelated to or of a different type than this debt. If more than one person signs this Security Instrument, each agrees that it will secure debts incurred either individually or with others who may not sign this Security Instrument. Nothing in this Security Instrument constitutes a commitment to make additional or future loans or advances. Any such commitment must be in writing. This Security Instrument will not secure any debt for which a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. This Security Instrument will not secure any debt for which a security interest is created in "margin stock" and Lender does not obtain a "statement of purpose," as defined and required by federal law governing securities. This Modification will not secure any other debt if Lender, with respect to that other debt, fails to fulfill any necessary requirements or fails to conform to any limitations of the Truth in Lending Act (Regulation Z) or the Real Estate Settlement Procedures Act (Regulation X) that are required for loans secured by the Property.

(d) Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

3. WARRANTY OF TITLE. Mortgagor warrants that Mortgagor continues to be lawfully seized of the estate conveyed by the Security Instrument and has the right to grant, bargain, convey, sell and mortgage with the power of sale the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.

4. CONTINUATION OF TERMS. Except as specifically amended in this Modification, all of the terms of the Security Instrument shall remain in full force and effect.

5. ADDITIONAL TERMS. THE TOTAL PRINCIPAL AMOUNT SECURED BY THE INSTRUMENT HAS INCREASED BY \$200,000.00. A MAXIMUM OBLIGATION LIMIT HAS INCREASED FROM \$50,000.00 TO \$250,000.00

SIGNATURES. By signing under seal, Mortgagor agrees to the terms and covenants contained in this Modification. Mortgagor also acknowledges receipt of a copy of this Modification.

MORTGAGOR:


(Seal)

ELMER E. HAHN



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LENDER:

First US Bank

By Laurie Edwards (Seal)
LAURIE EDWARDS, Branch Manager

ACKNOWLEDGMENT.

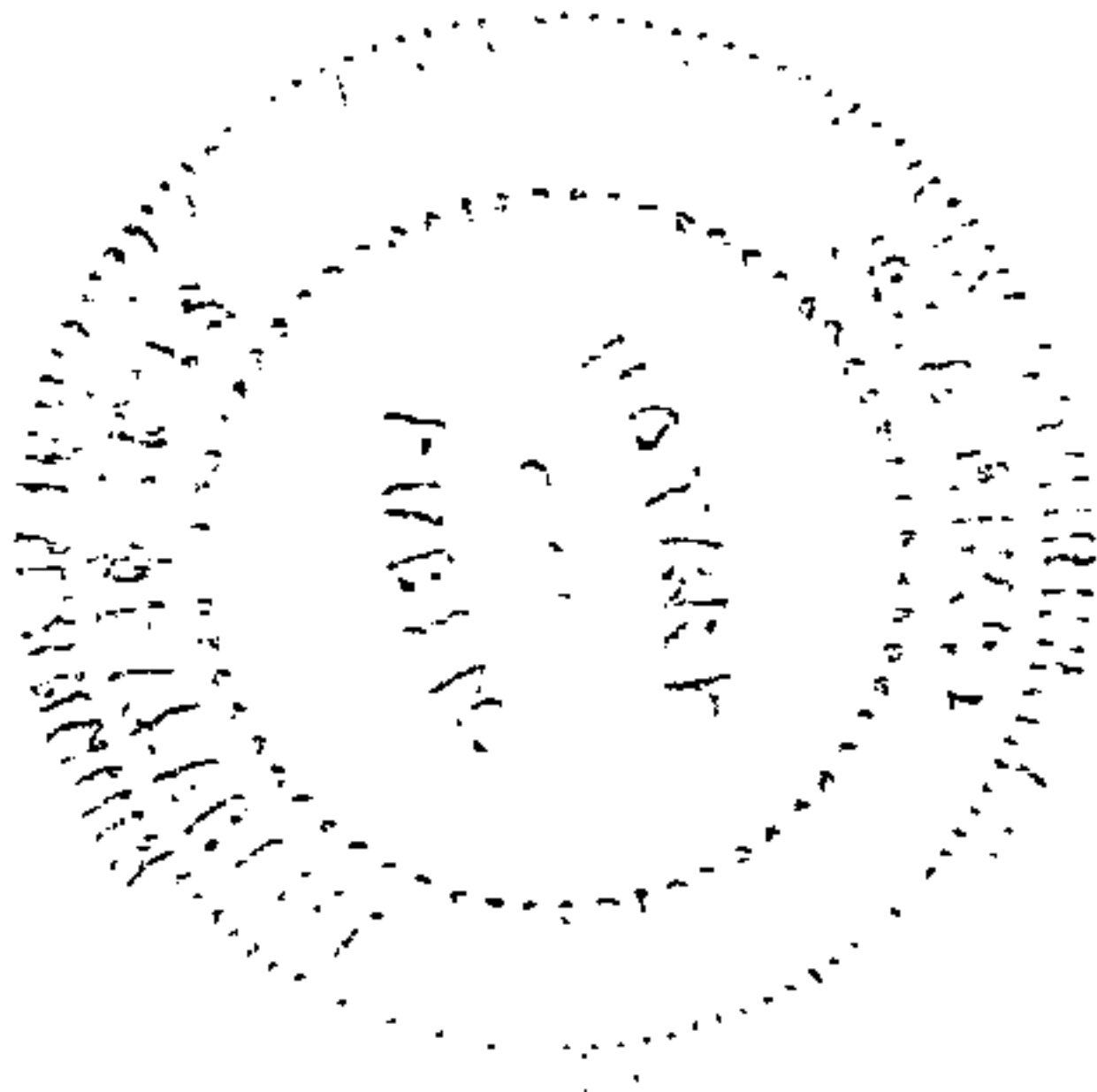
State Alabama OF Alabama, County Shelby OF Shelby ss.

I, Lisa Gotthard, a notary public, hereby certify that ELMER E. HAHN, an unmarried individual, whose name(s) is/are signed to the foregoing instrument, and who is/are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she/they executed the same voluntarily on the day the same bears date. Given under my hand this 23rd day of October, 2020.

My commission expires:

7/9/2024

Lisa Gotthard
(Notary Public)



(Lender Acknowledgment)

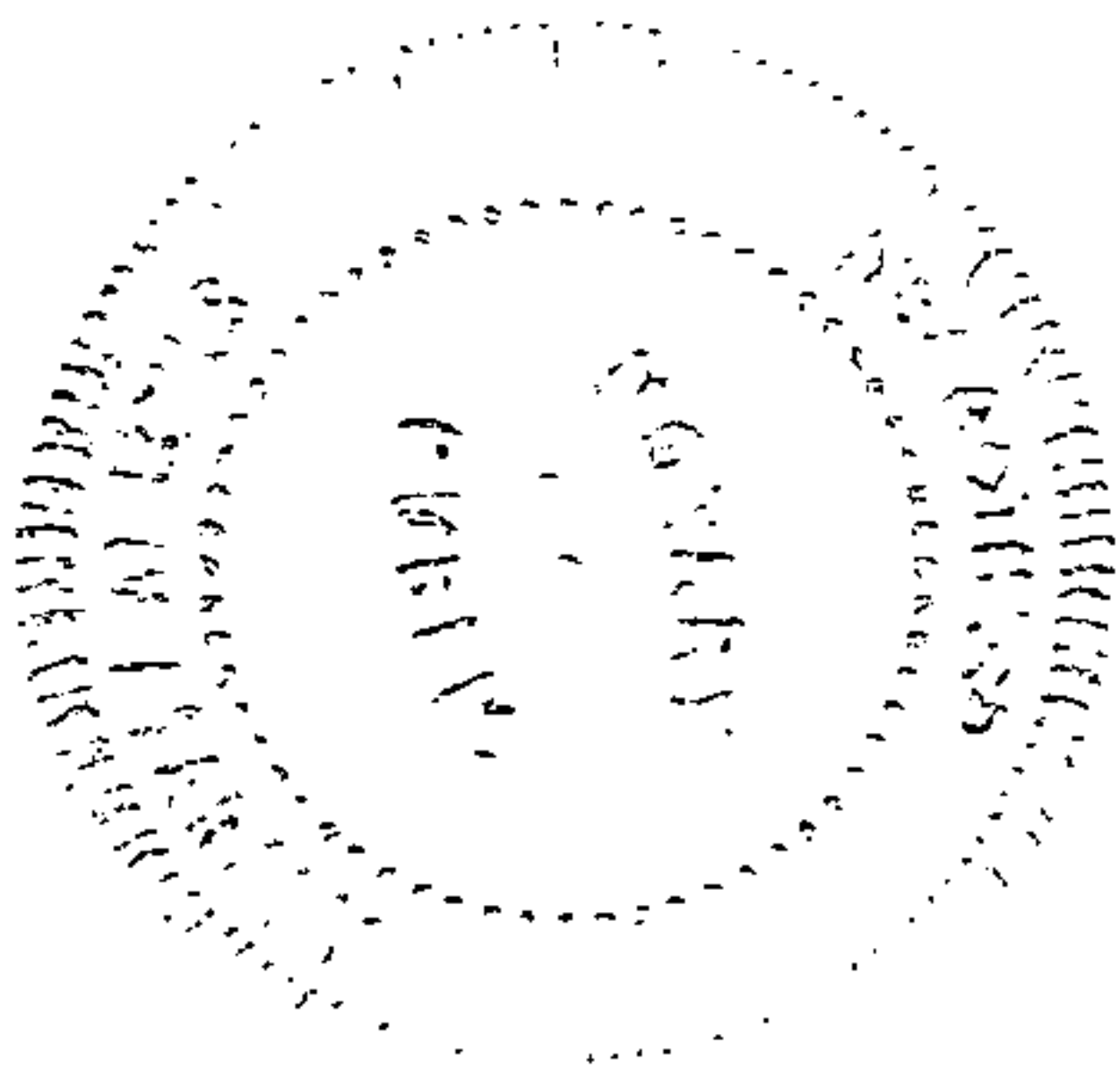
State Alabama OF Alabama, County Shelby OF Shelby ss.

I, Lisa Gotthard, a notary public, in and for said County in said State, hereby certify that LAURIE EDWARDS, whose name(s) as Branch Manager of First US Bank, a corporation, is/are signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she/they, as such officer(s) and with full authority, executed the same voluntary for and as the act of said corporation. Given under my hand this the 23rd day of October, 2020.

My commission expires:

7/9/2024

Lisa Gotthard
(Notary Public)



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EXHIBIT "A"
LEGAL DESCRIPTION

Parcel 1:
SW 1/4 of SW 1/4, Section 11, Township 21 South, Range 2 West.
Situate in Shelby County, Alabama.

Parcel 2:
Commence at the Northeast corner of NE 1/4 of SW 1/4 of Section 11, Township 21 South, Range 2 West; thence South along the East line of said NE 1/4 of SW 1/4 to the Southeast corner thereof; thence 53 degrees 26 minutes to the right in a Southwesterly direction a distance of 514.3 feet, more or less, to the center of the Green Valley Road as shown by right of way map recorded in Map Book 3, Page 8, in the Probate Office of Shelby County, Alabama, the same being the point of beginning of the land herein conveyed; thence turn an angle to the left and run in a Southerly direction along the center of said road 970.7 feet to the South line of the SE 1/4 of SW 1/4 of said Section 11; thence West along the South line of said SE 1/4 of SW 1/4 a distance of 767.0 feet to the Southwest corner of said 1/4-1/4 Section; thence North along the West line of SE 1/4 of SW 1/4 to the Northwest corner thereof; thence 67 degrees 35 minutes to the right a distance of 626.0 feet; thence 43 degrees 43 minutes to the left a distance of 100.00 feet, more or less, to a point in the center of said Green Valley Road as shown by said map; thence turn an angle to the right and run Southerly along the center of said Green Valley Road to the point of beginning. There is excepted herefrom the right of way for the Green Valley Road as shown by said right of way map recorded in Map Book 3, Page 8, in said Probate Office.

LESS AND EXCEPT that portion conveyed to James Lamar Layfield and Rebecca Jean Layfield, by deed recorded in Deed Book 318, Page 740, being more particularly described as follows:

A portion of the SE 1/4 of the SW 1/4 of Section 11, Township 21 South, Range 2 West, described as follows:

Begin at the NW corner of the SE 1/4 of the SW 1/4 of Section 11, Township 21 South, Range 2 West and run Southerly along the West side of the said Quarter-Quarter for 988.86 feet; thence turn an angle of 90 degrees 00 minutes to the left and run Easterly for 599.56 feet to an iron pin marking the point of beginning; turn an angle of 80 degrees 07 minutes 58 seconds to the left and run Northeasterly for 55.68 feet to an iron pin; thence turn an angle of 73 degrees 29 minutes 29 seconds to the right and run Northeasterly for 236.03 feet to an iron on the West side of a gravel road known as Green Valley Road; thence turn an angle of 106 degrees 11 minutes 11 seconds to the right and run Southwesterly for 87.11 feet to an iron on the West side of the said Green Valley Road (said point being also on the North side of a private gravel access road to the Hahn residence); thence turn an angle of 80 degrees 19 minutes 06 seconds to the right and run Westerly for 74.13 feet to an iron on the North side of said private access road; thence turn an angle of 12 degrees 08 minutes 52 seconds to the left and run Southwesterly for 96.08 feet to an iron on the North side of said private drive; thence turn an angle of 33 degrees 53 minutes 37 seconds to the right and run Northwesterly for 66.18 feet back to the point of beginning (said point being on the North side of the said private drive).

X

Elmer Eugene Hahn

By: Elmer Eugene Hahn a/k/a Elmer E. Hahn



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