

6-256264

20201113000519570
11/13/2020 11:13:22 AM
MORTAMEN 1/3

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:

Shane Merrell
Robin Merrell
64 5th Avenue
Shelby, AL 35143-0000



SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE



#####%0740%11052020%#####

Notice: This Modification of Mortgage does not secure new indebtedness or an increased amount of debt under the Note (as defined below).

THIS MODIFICATION OF MORTGAGE dated November 5, 2020, is made and executed between Shane Merrell and Robin Merrell, husband and wife (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 13, 2013 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded on 9/24/13 by Instrument Number 20130924000384840 in the Office of the Judge of Probate of Shelby County, AL and Modification of Mortgage dated 9/09/15 and recorded on 10/29/15 by Instrument Number 20151029000376790 in the Office of the Judge of Probate of Shelby County, AL.

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

Lot 285, according to the survey of Alabama Power Company Recreational Cottage Site, Sector 5, as recorded in Map Book 23, Pages 29 A-B, in the Probate Office of Shelby County, Alabama

Shane Merrell and Shane F Merrell is one and the same person.

The Real Property or its address is commonly known as 64 5th Ave, Shelby, AL 35143.

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

The purpose of this Modification is to add the following Future 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.

**MODIFICATION OF MORTGAGE
(Continued)**


Page 2

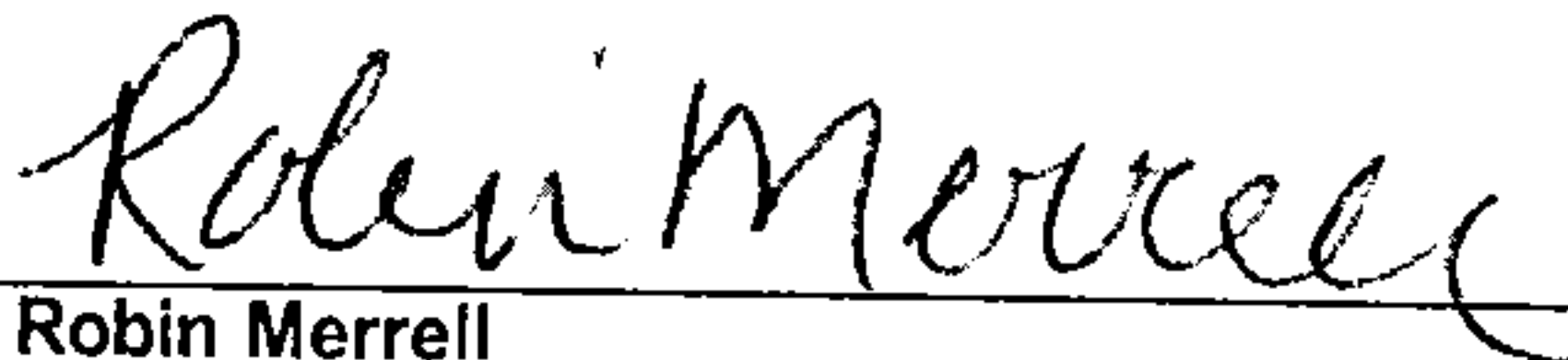
CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right 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 NOVEMBER 5, 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.

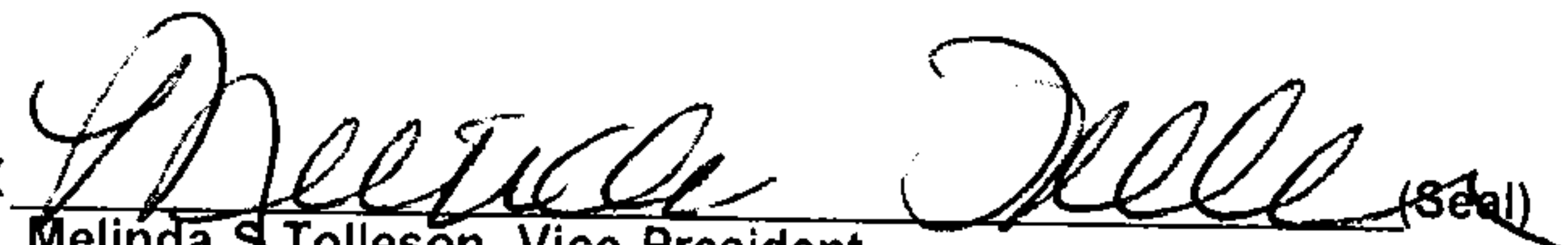
GRANTOR:

X  _____ (Seal)
Shane Merrell

X  _____ (Seal)
Robin Merrell

LENDER:

BRYANT BANK

X  _____ (Seal)
Melinda S. Tolleson, Vice President

This Modification of Mortgage prepared by:

Name: Mary Hudson
Address: 21290 Hwy 25
City, State, ZIP: Columbiana, AL 35051

MODIFICATION OF MORTGAGE
(Continued)

Page 3

INDIVIDUAL ACKNOWLEDGMENT

STATE OF AL)
COUNTY OF Shelby) SS
)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **Shane Merrell and Robin Merrell, husband and wife**, 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 5th day of Nov, 2020
Opereca S. Miller
Notary Public

My commission expires My Commission Expires April 11, 2021

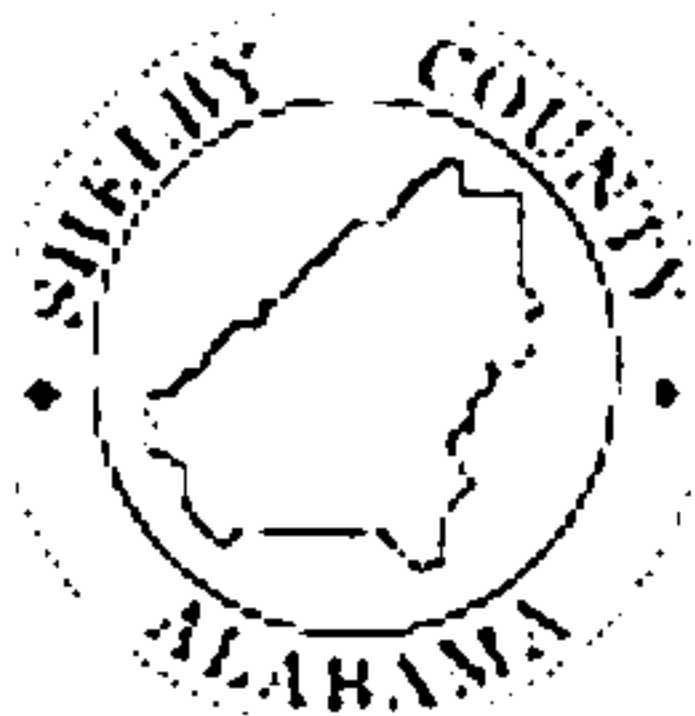
LENDER ACKNOWLEDGMENT

STATE OF Alabama)
COUNTY OF Shelby) SS
)

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 5 day of November, 2020
Indie Pansar
Notary Public

My commission expires My Commission Expires
August 7, 2022



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
11/13/2020 11:13:22 AM
\$31.00 CHARITY
20201113000519570

Allen S. Bayl