

20201201000546570
12/01/2020 09:51:30 AM
MODMORT 1/4

RECORDATION REQUESTED BY:
Bryant Bank
Columbiana
21290 Hwy 25
Columbiana, AL 35051

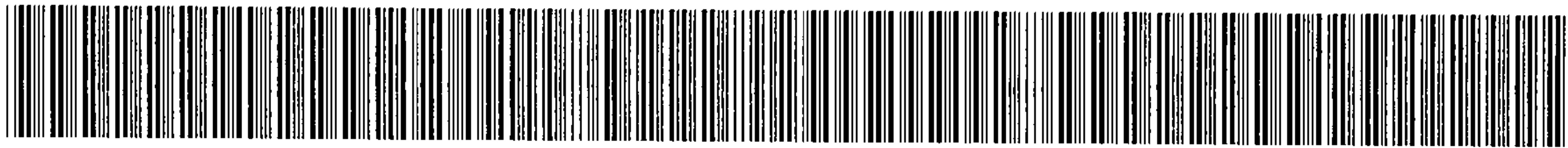
WHEN RECORDED MAIL TO:
Bryant Bank
P.O. Office Box 2087
Birmingham, AL 35201

SEND TAX NOTICES TO:
Austin Jordan Duke
909 Crosscut Road
Alabaster, AL 35007-0000

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



MODIFICATION OF MORTGAGE



#####%0740%11272020%#####

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 27, 2020, is made and executed between Austin Duke, an unmarried 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, 2015 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded on 09/02/15 in the Probate Office in Shelby County, AL by instrument number 20150902000306320.

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

Exhibit "A "

Austin Duke is one and same person as Austin Jordan Duke.

The Real Property or its address is commonly known as 909 Crosscut Road, Alabaster, AL 35007.

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: 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

MODIFICATION OF MORTGAGE
(Continued)

Page 2

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.

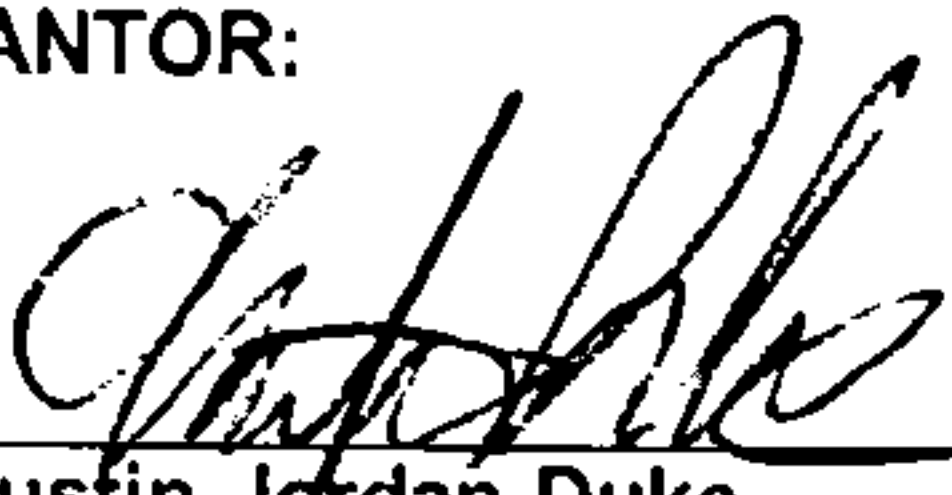
GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED NOVEMBER 27, 2020.

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.

This Notice is required by Alabama law. In this Notice the term "you" means the Grantor named above.

CAUTION - - IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.

GRANTOR:

X  (Seal)
Austin Jordan Duke

LENDER:

BRYANT BANK

X  (Seal)
Melinda S Tolleson, Mortgage Loan Officer

This Modification of Mortgage prepared by:

Name: Julie Nichols
Address: 21290 Hwy 25
City, State, ZIP: Columbiana, AL 35051

INDIVIDUAL ACKNOWLEDGMENT

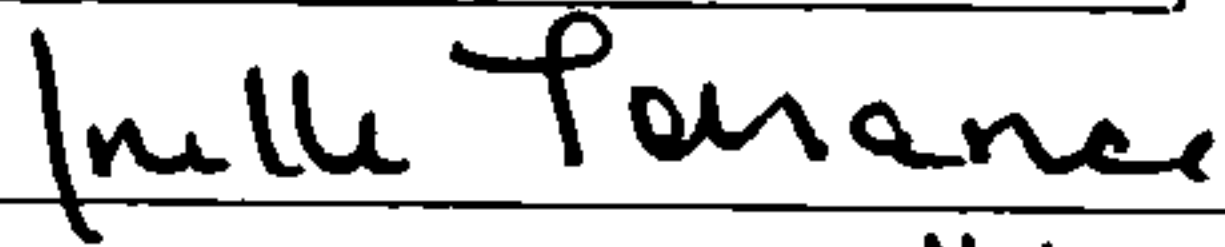
STATE OF Alabama)
) SS
COUNTY OF Shelby)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **Austin Jordan Duke, an unmarried 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 27 day of November, 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)

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

Given under my hand and official seal this 27 day of November, 2020.

My Commission Expires
August 7, 2022

Michelle Tanner
Notary Public

My commission expires _____

Originator Names and Nationwide Mortgage Licensing System and Registry IDs:

Organization: **Bryant Bank** NMLSR ID: **582857**

Individual: **Melinda S Tolleson** NMLSR ID: **779568**

EXHIBIT "A"

Commence at the Northwest corner of the South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 4, Township 21 South, Range 2 West; thence run Eastwardly along the North line thereof for a distance of 340.00 feet to the point of beginning; thence continue along last described course for a distance of 421.54 feet; thence turn an angle to the right 114 degrees 30 minutes 39 seconds for a distance of 333.01 feet; thence turn an angle to the left of 00 degrees 04 minutes 07 seconds for a distance of 338.50 feet; thence turn an angle to the right of 88 degrees 22 minutes 40 seconds for a distance of 267.07 feet; thence turn an angle to the right of 78 degrees 38 minutes 04 seconds for a distance of 516.35 feet to the point of beginning; being situated in Shelby County, Alabama.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
12/01/2020 09:51:30 AM
\$32.00 MIST
20201201000546570

Allen S. Boyd