



20210125000039590 1/3 \$29.00
Shelby Cnty Judge of Probate, AL
01/25/2021 12:14:37 PM FILED/CERT

**RATIFICATION AND CONFIRMATION OF MORTGAGE
AND CANCELLATION OF RELEASE OF MORTGAGE
OPEN-END MORTGAGE AGREEMENT**

WHEREAS, on April 15, 2020, Johnny Belser a/k/a Johnny L C Belser and Kathllen A Belser, (hereinafter referred to as "Grantors"), executed and delivered to Regions Bank ("Lender") a Credit Agreement in the original amount of \$65,000.00 (Credit Agreement), together with a Mortgage recorded on May 4, 2020, in Official Records as Instrument #20200504000174310 in the Judge of Probate Records of Shelby County, Alabama encumbering the real property owned by Johnny Belser a/k/a Johnny L C Belser and Kathleen A Belser, husband and wife, more particularly described as;

THE FOLLOWING DESCRIBED PROPERTY SITUATED IN SHELBY COUNTY, ALABAMA: LOT 9, ACCORDING TO THE SURVEY OF SOUTH FORTY, AS RECORDED IN MAP BOOK 1 PAGE 102, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA. SUBJECT TO: 1. BUILDING SETBACK LINE OF 30 FEET RESERVED FROM SOUTH FORTY ROAD AS SHOWN BY PLAT. 2. PUBLIC EASEMENTS AS SHOWN BY RECORDED PLAT, INCLUDING 7.6 FOOT EASEMENT ALONG THE SOUTHERLY SIDE AND A 10 FOOT EASEMENT ALONG THE WESTERLY SIDE OF SUBJECT LOT. 3. RESTRICTIONS, COVENANTS AND CONDITIONS AS SET OUT IN INSTRUMENT(S) RECORDED IN REAL 181 PAGE 882 AND MAP BOOK 11 PAGE 102 IN PROBATE OFFICE. 4. TRANSMISSION LINE PERMIT(S) TO ALABAMA POWER COMPANY AS SHOWN BY INSTRUMENT(S) RECORDED IN DEED BOOK 101 PAGE 121 AND DEED BOOK 129 PAGE 40 IN PROBATE OFFICE. 5. RIGHT(S)-OF-WAY(S) GRANTED TO SOUTH CENTRAL BELL BY INSTRUMENT(S) RECORDED IN DEED BOOK 237 PAGE 378 IN PROBATE OFFICE. 6. RIGHT(S)-OF-WAY(S) GRANTED TO ALABAMA POWER COMPANY BY INSTRUMENT(S) RECORDED IN REAL 167 PAGE 313, BEING CORRECTED BY REAL 181 PAGE 808 IN THE PROBATE OFFICE. 7. TITLE TO ALL MINERALS WITHIN AND UNDERLYING THE PREMISES, TOGETHER WITH ALL MINING RIGHTS AND OTHER RIGHTS, PRIVILEGES AND IMMUNITIES RELATING THERETO, INCLUDING RIGHTS SET OUT IN DEED BOOK 76 PAGE 81 AND DEED BOOK 324 PAGE 391 IN PROBATE OFFICE. 8. COVENANT RELEASING PREDECESSOR IN TITLE FROM ANY LIABILITY ARISING FROM SINKHOLES, LIMESTONE FORMATIONS, SOIL CONDITIONS OR ANY OTHER KNOWN OR UNKNOWN SURFACE OR SUBSURFACE CONDITIONS THAT MAY NOW OR HEREAFTER EXIST OR OCCUR OR CAUSE DAMAGE TO SUBJECT PROPERTY, AS SHOWN BY INSTRUMENT RECORDED IN MAP BOOK 11 PAGE 102 IN PROBATE OFFICE. SUBJECT TO RESTRICTIONS, RESERVATIONS, EASEMENTS, COVENANTS, OIL, GAS, OR MINERAL RIGHTS OF RECORD, IF ANY, BEING PREVIOUSLY CONVEYED BY WARRANTY DEED FROM ROSALYN D. WOODSON, AN UNMARRIED WOMAN TO JOHNNY L.C. BELSER AND KATHLEEN A. BELSER, HUSBAND AND WIFE, AS JOINT TENANTS, WITH RIGHT OF SURVIVORSHIP, DATED 11/30/1994, AND RECORDED ON 12/01/1994 AT DOCUMENT REFERENCE 1994-35332 IN SHELBY COUNTY, ALABAMA.

Property Address: 9 S Forty Rd, Alabaster, AL 35007

WHEREAS, Regions Bank executed and recorded a Satisfaction/Release of Mortgage, which Satisfaction/Release was subsequently recorded on November 30, 2020 in the Official Records as Instrument #20201130000544990 in the Judge of Probate Records of Shelby County, Alabama, which recited full payment of the Note and requested cancellation of the Mortgage, and

WHEREAS, Regions Bank and Johnny Belser a/k/a Johnny L C Belser and Kathleen A Belser, husband and wife, both desire to reaffirm and reinstate in the Public Records as to the status of the Credit Agreement and the Deed of Trust.

NOW THEREFORE, in consideration of the sum of \$10.00 paid by each of the parties to the other, receipt of which is hereby acknowledged; the foregoing premises; and other good and valuable consideration, the sufficiency which is hereby acknowledged, it is agreed:

The foregoing premises are true and correct and are made a part hereof.

Johnny Belser a/k/a Johnny L C Belser and Kathleen A Belser, husband and wife, acknowledges and agrees that the Credit Agreement has not been paid in full, and that as of **December 10, 2020**, there is still a **REVOLVING LINE OF CREDIT** with credit limit of **\$65,000.00**. The maturity date of this Mortgage is **April 15, 2050**.

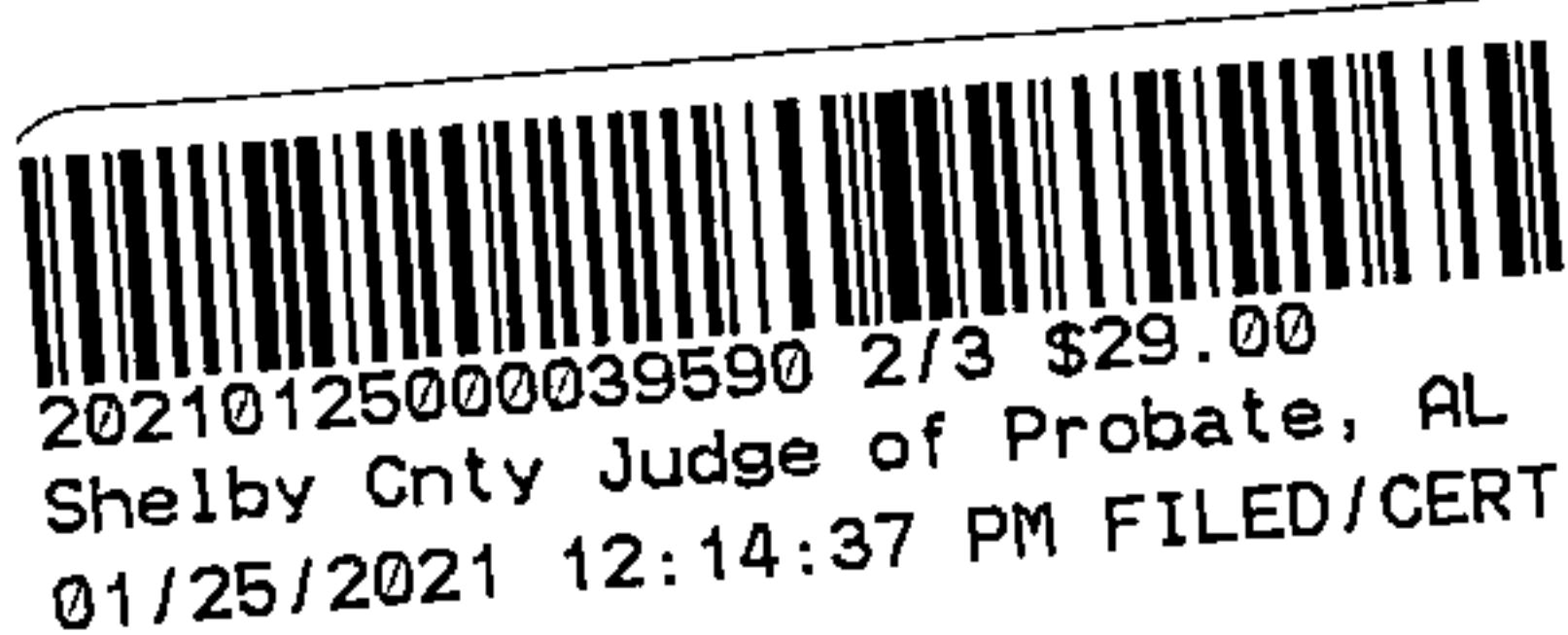
Regions Bank hereby ratifies and reaffirms that each and every covenant, warranty and representation set forth (a) in the Mortgage recorded in Official Records as Instrument #20200504000174310, in the Judge of Probate Records of Shelby County, Alabama, and (b) in the Credit Agreement secured by said Mortgage are true and correct, and that the terms and conditions in the Credit Agreement and the Mortgage are in full force and effect and binding upon her/him/them; further covenants and agrees to promptly perform every term and condition of the Credit Agreement and the Mortgage in accordance with terms and conditions thereof.

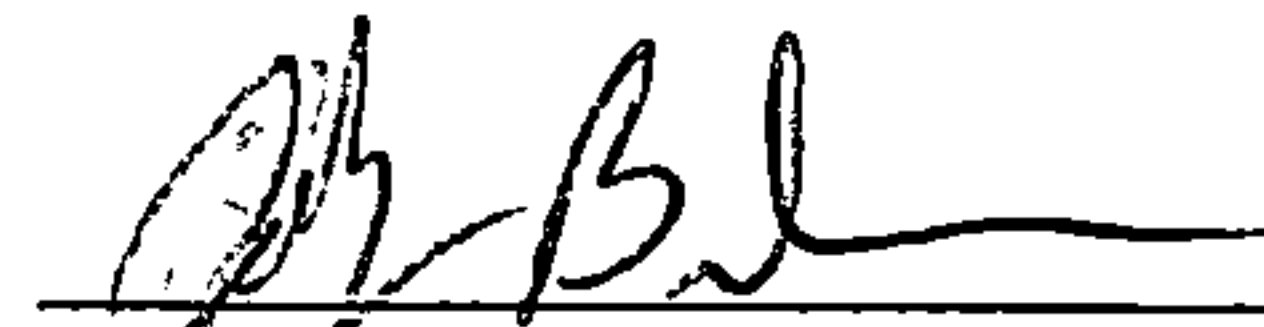
The Release of Mortgage recorded in Official Records as Instrument #20201130000544990, in the Judge of Probate Records of Shelby County, Alabama, is null and void and of no force and effect.

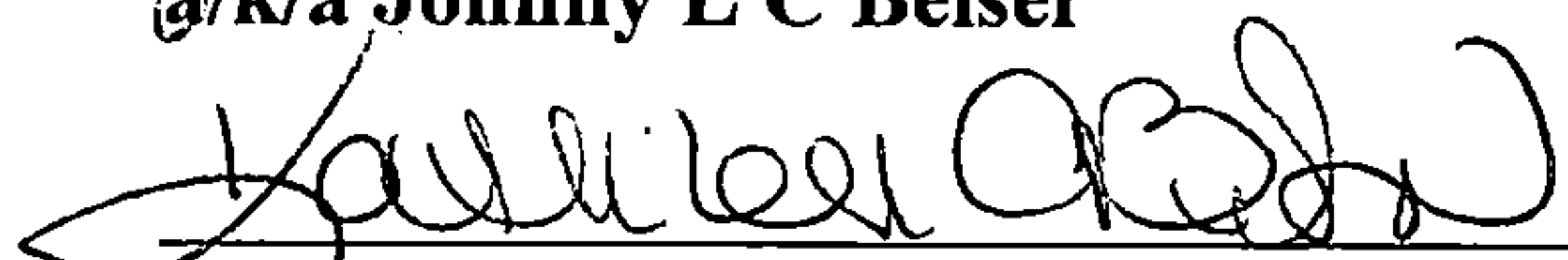
Nothing contained herein shall be deemed to alter or modify the terms and conditions of the Credit Agreement and the Mortgage given to secure the Credit Agreement.

This agreement is binding upon the heirs, devisees, personal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, Regions Bank by Donna Burch, Assistant Vice President and Johnny Belser a/k/a Johnny L C Belser and Kathleen A Belser, husband and wife, have hereunto signed and sealed these presents:




Johnny Belser (Borrower)
a/k/a Johnny L C Belser


Kathleen A Belser (Borrower)

REGIONS BANK

By: 
Donna Burch, Assistant Vice President

BORROWER ACKNOWLEDGMENT

State of Alabama

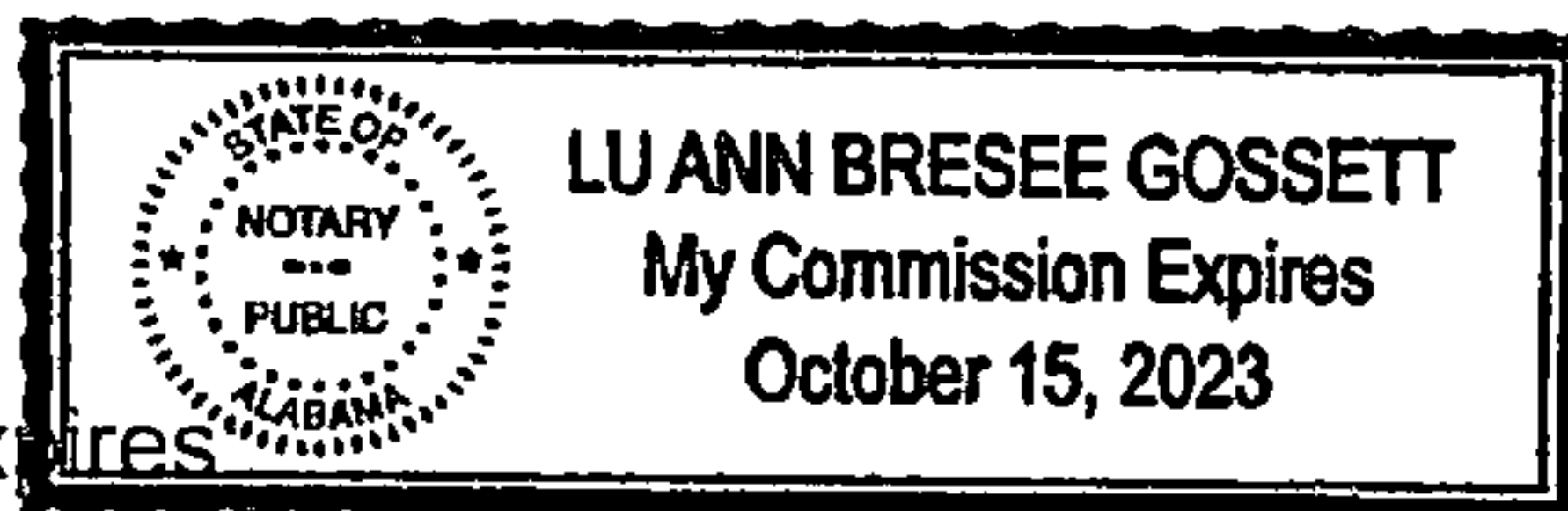
County of

Shelby

I, Lu Ann B. Gossett

, a Notary Public, hereby certify that Johnny Belser a/k/a Johnny L C Belser and Kathleen A Belser, Husband and Wife, whose name(s) is/are signed to the foregoing conveyance, and who is/are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 14th day of December, 2020.



My commission expires

Lu Ann B. Gossett
Notary Public

LENDER ACKNOWLEDGMENT

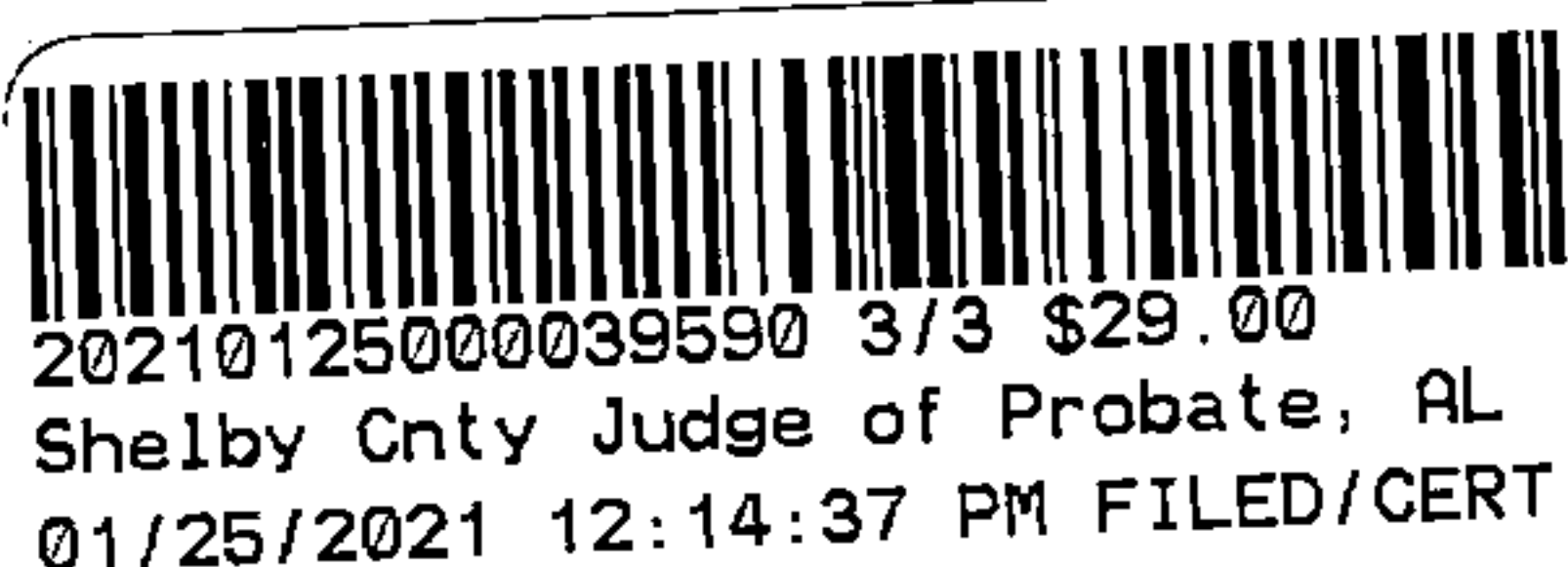
State of Mississippi

County of Lamar

I, Amy Morris

, a Notary Public in and for said County in said State, hereby certify that Donna Burch whose name as Assistant Vice President of Regions Bank, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that being informed of the contents of the conveyance, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal this 21st day of December, 2020.



My commission expires: 7-18-2023

Prepared by and return to:

Amy Morris

Regions Bank

P O Box 18001

Hattiesburg, MS 39404-8001

1-800-986-2462, Ext. 2442

Amy Morris
Notary Public

(Printed Name)

