

RECORDATION REQUESTED BY:

River Bank & Trust
Clanton Main
620 Second Ave North
Clanton, AL 35045

WHEN RECORDED MAIL TO:

River Bank & Trust
Clanton Main
620 Second Ave North
Clanton, AL 35045

SEND TAX NOTICES TO:

DEREK L BYERS
KATHERINE BYERS
117 TWO SPRINGS FARM ROAD
CALERA, AL 35040



20210407000174550 1/4 \$332.95
Shelby Cnty Judge of Probate, AL
04/07/2021 12:04:09 PM FILED/CERT

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE



#####048540103292021

Notice: The original principal amount available under the Note (as defined below), which was \$180,000.00 (on which any required taxes already have been paid), now is increased by an additional \$21,300.00.

THIS MODIFICATION OF MORTGAGE dated March 29, 2021, is made and executed between DEREK L BYERS and KATHERINE BYERS, individually and as husband and wife, whose address is 117 TWO SPRINGS FARM ROAD, CALERA, AL 35040 (referred to below as "Grantor") and River Bank & Trust, whose address is 620 Second Ave North, Clanton, AL 35045 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated September 14, 2020 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recording dated 10/07/2020 in the Office of the Judge of Probate of Shelby County, Alabama, Instrument Number 20201007000454820, securing an original principal indebtedness of \$180,000.00.

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.

The Real Property or its address is commonly known as FREM - 117 TWO SPRINGS FARM ROAD, CALERA, AL 35040.

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

The current principal balance of the loan is \$180,000.00. The loan amount has been increased to \$201,300.00 and the maturity date has been extended to 04/02/2046.

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.



#####048540203292021

**MODIFICATION OF MORTGAGE
(Continued)**

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED MARCH 29, 2021.

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:

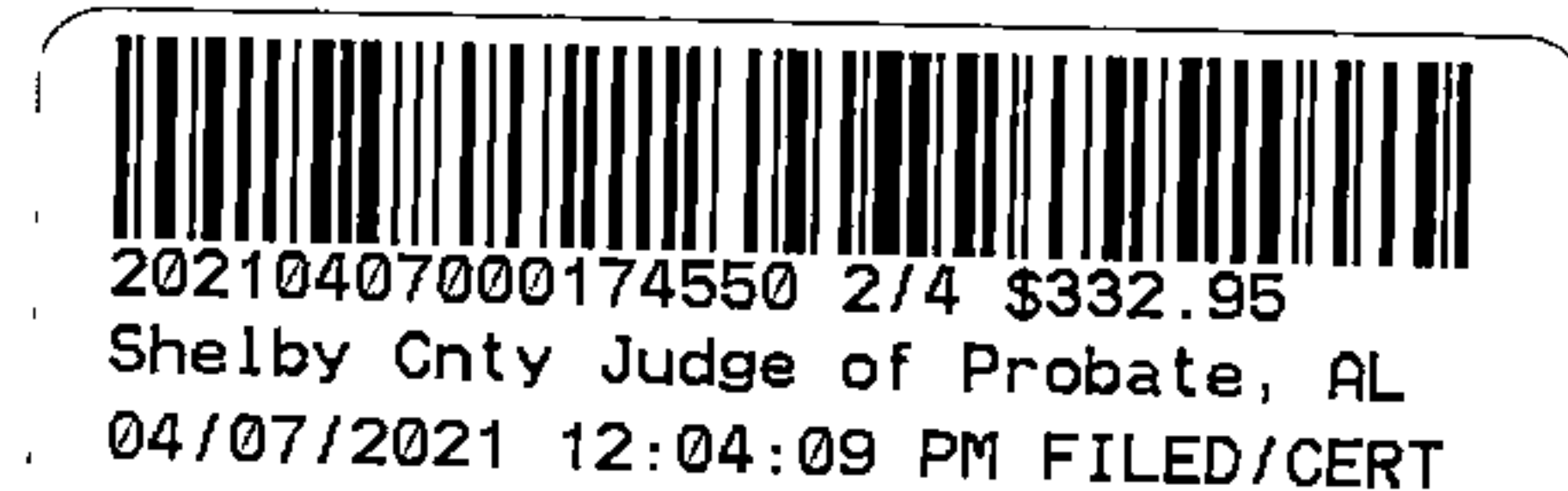
X *Derek L Byers* (Seal)
DEREK L BYERS

X *Katherine Byers* (Seal)
KATHERINE BYERS

LENDER:

RIVER BANK & TRUST

X *Debbie Jones* (Seal)
Debbie Jones, Vice President



This Modification of Mortgage prepared by:

Name: River Bank & Trust
Address: 620 Second Ave North
City, State, ZIP: Clanton, AL 35045

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Chilton)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that DEREK L BYERS and KATHERINE BYERS, 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 29th day of March, 2021.

Katherine J. Oles
Notary Public

My Commission Expires: Sept. 16, 2024

My commission expires ~~My Commission Expires: Sept. 16, 2024~~



#####048540303292021

**MODIFICATION OF MORTGAGE
(Continued)**

LENDER ACKNOWLEDGMENT

STATE OF Alabama)
)
) SS
COUNTY OF Chilton)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **Debbie Jones** whose name as **Vice President of River Bank & Trust** 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 River Bank & Trust**, executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 29th day of March, 2021
Katherine J. Riles
Notary Public

My commission expires My Commission Expires: Sept. 16, 2024

Originator Names and Nationwide Mortgage Licensing System and Registry IDs:

Organization: River Bank & Trust

NMLSR ID: 405629

Individual: Debra Davis Jones

NMLSR ID: 488245



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EXHIBIT "A" - LEGAL DESCRIPTION

The land referred to herein below is situated in the county of Shelby, State of Alabama, and is described as follows:

Lot 2 in Two Springs Estates Subdivision according to the survey recorded in Map Book 48, Page 33, Shelby County, Alabama.