6000444680

#### 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:

Freemon Jones Jr 249 Queen Drive Columbiana, AL 35051-0000

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



## MODIFICATION OF MORTGAGE



THIS MODIFICATION OF MORTGAGE dated April 20, 2021, is made and executed between Freemon Jones Jr (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 March 7, 2016 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Mortgage dated 3/7/16 and recorded on 4/4/16 by Instrument Number 20160404000107910 in the Office of the Judge of Probate of Shelby County, Alabama.

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 42 Queen Drive, Columbiana, AL 35051.

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, any other note, loan agreement, security agreement, which Lender may make pursuant to the terms and conditions of the Note or other instrument or 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 shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all 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.

# MODIFICATION OF MORTGAGE (Continued)

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GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED APRIL 20, 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 Julian men (Seal) Freemon Jones Jr
LENDER:
BRYANT BANK
x Melinda S Tolleson, Vice President (Seal)
momitad o Tonoson, vice Tresident
This Modification of Mortgage prepared by:
Name: Mary Hudson
Address: 21290 Hwy 25
City, State, ZIP: Columbiana, AL 35051
INDIVIDUAL ACKNOWLEDGMENT
STATE OF Alabama
COUNTY OF Shelby
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Freemon Jones Jr, 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 day of day of April 2021
In le Para
My Commission Expires  Notary Public
My commission expires August 7, 2022

## MODIFICATION OF MORTGAGE (Continued)

		Continueu	Page 3	
LENDER ACKNOWLEDGMENT				
STATE OF Alabam		)		
COUNTY OF Shelb	<u>J</u>	) 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		day of April	, 2021	
My commission expires	My Commission Expires August 7, 2022		Notary Public	
1000rDro 1/or 00 4 0 000				

LaserPro, Ver. 20.4.0.038 Copr. Finastra USA Corporation 1997, 2021. All Rights Reserved. - AL C:\APPS\CFI\LPL\G201.FC TR-37167 PR-36

### **EXHIBIT A**

Commence at the NE corner of the SE 1/4 of the SE 1/4 of Section 36, Township 20 South, Range 2 West, Shelby County, Alabama, thence South 1 degree 24 minutes 10 seconds West along the East line of the said 1/4-1/4 section a distance of 764.36 feet to the POINT OF BEGINNING, thence North 88 degrees 33 minutes 23 seconds West a distance of 417.36 feet; thence South 1 degree 24 minutes 10 seconds West a distance 324.07 feet; thence South 87 degrees 53 minutes 21 seconds East a Distance of 417.39 fee; thence North 1 degree 24 minutes 10 seconds East a distance of 346.93 feet to the POINT OF BEGINNING. Situated in Shelby County, Alabama

According to the survey of Rodney Y. Shifflett, AL. Reg. No. 21784, dated January 7, 2003.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
04/20/2021 02:15:40 PM
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