

20210527000261880
05/27/2021 02:45:59 PM
MORTAMEN 1/4

RECORDATION REQUESTED BY:

Bryant Bank
Columblana
21290 Hwy 25
Columblana, AL 35051

WHEN RECORDED MAIL TO:

Bryant Bank
P.O. Office Box 2087
Birmingham, AL 35201

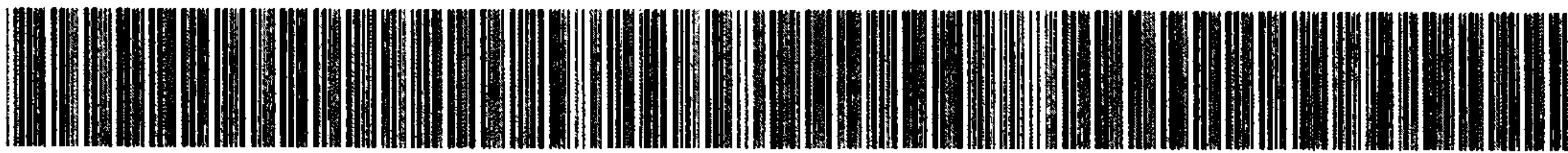
SEND TAX NOTICES TO:

Recycling Unlimited, Inc
300 Davls Drive
Columblana, AL 35051

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



MODIFICATION OF MORTGAGE



#####%0740%05272021%#####

THIS MODIFICATION OF MORTGAGE dated May 27, 2021, is made and executed between Recycling Unlimited, Inc (referred to below as "Grantor") and Bryant Bank, whose address is 21290 Hwy 25, Columblana, AL 35051 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated September 14, 2011 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded in Office of Shelby County Judge of Probate on 10/4/2011 as Instrument # 20111004000293250, Modification of Mortgage dated 10/22/2013, recorded as Instrument# 20131206000472180 on 12/06/2013 in the Office of the Judge of Probate of Shelby County, Alabama and Modification of Mortgage dated 4/1/16 and recorded on 4/28/16 by Instrument #20160428000140040 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 48 Acres off Egg & Butter Road, Columblana, 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, 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 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.

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 MAY 27, 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:

RECYCLING UNLIMITED, INC

By: Benny Davis (Seal)
Benny Davis, Director of Recycling Unlimited, Inc

LENDER:

BRYANT BANK

X Melinda S Tolleson (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

CORPORATE ACKNOWLEDGMENT

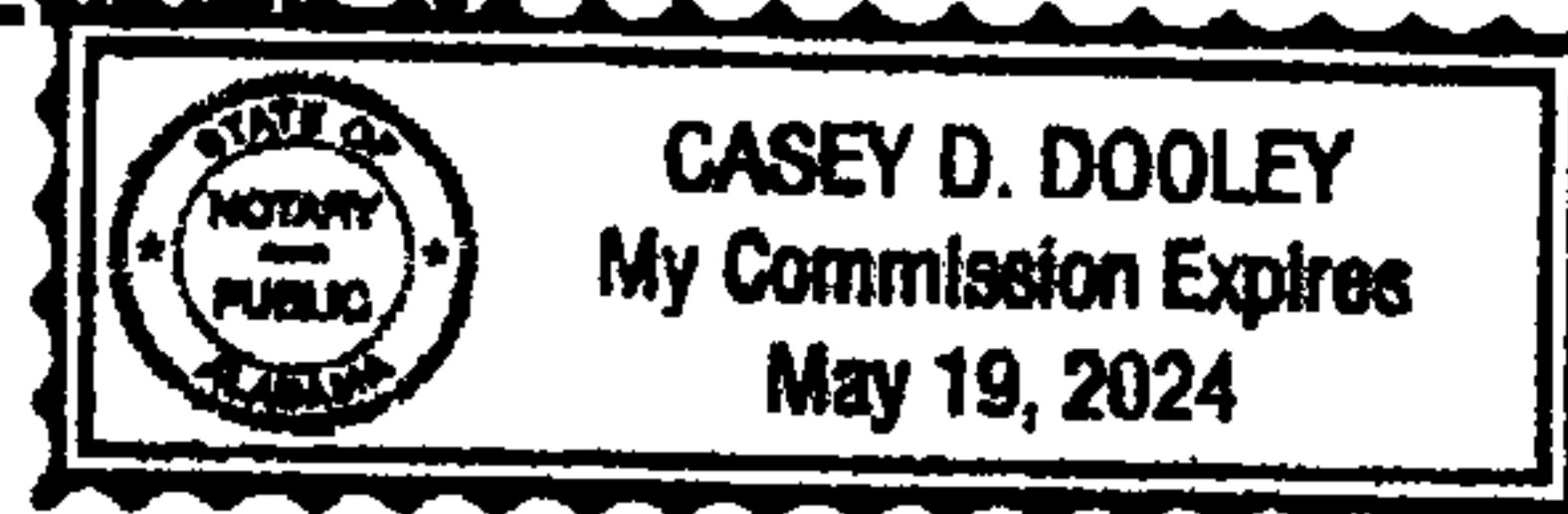
STATE OF Alabama

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COUNTY OF Shelby

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I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Benny Davis, Director of Recycling Unlimited, Inc, a corporation, 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 said Modification of Mortgage, he or 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 official seal this 27th day of May, 2021.

Casey D. Dooley
Notary Public

My commission expires May 19, 2024

MODIFICATION OF MORTGAGE
(Continued)

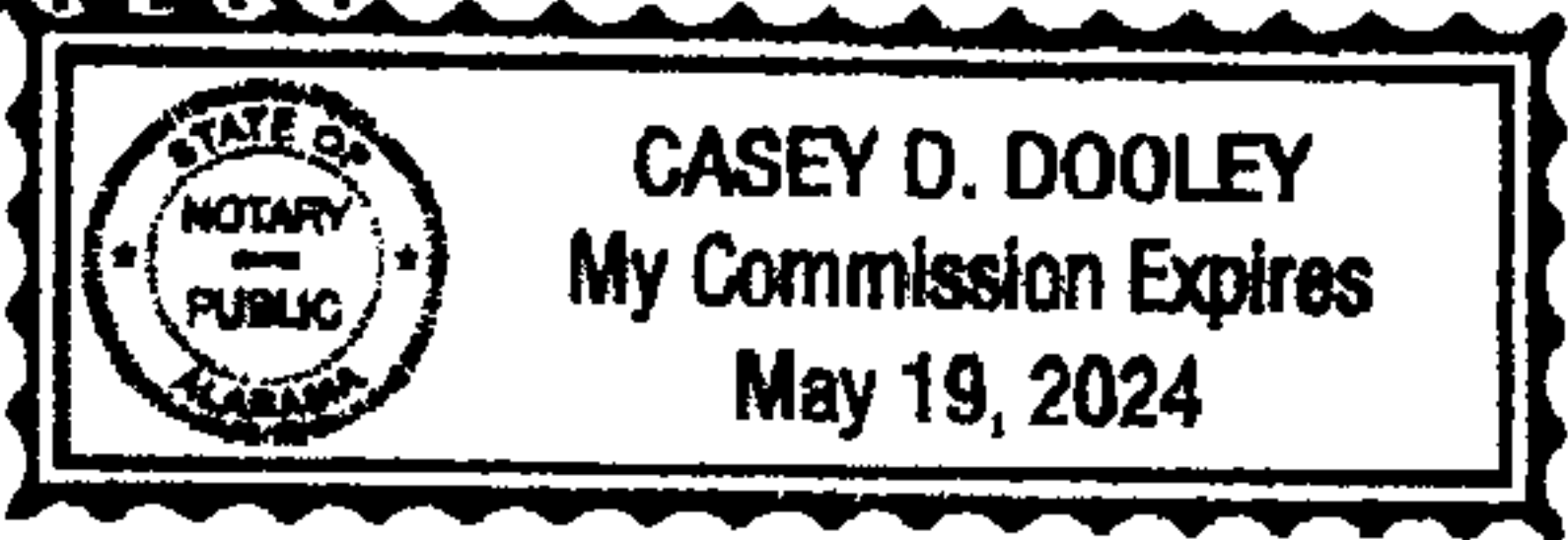
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LENDER ACKNOWLEDGMENT

STATE OF Alabama

COUNTY OF Shelby

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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 27th day of May, 2021.

Casey D. Dooley
Notary Public

My commission expires May 19, 2024

EXHIBIT A

N ½ of SE ¼ of SW ¼;

N ½ of SW ¼ of SE ¼;

8 acres in Northwest corner of NE ¼ of SW ¼ and

8 acres in Southeast corner of NE ¼ of SW ¼, being more particularly described as beginning at the Southeast corner of said NE ¼ of SW ¼ and run North 528 feet; thence West 660 feet; thence South 528 feet; thence East 660 feet to point of beginning; all being situated in Section 2, Township 22 South, Range 1 West, Shelby County, Alabama.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
05/27/2021 02:45:59 PM
\$32.00 CHERRY
20210527000261880

Allen S. Bezel