#### **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:**

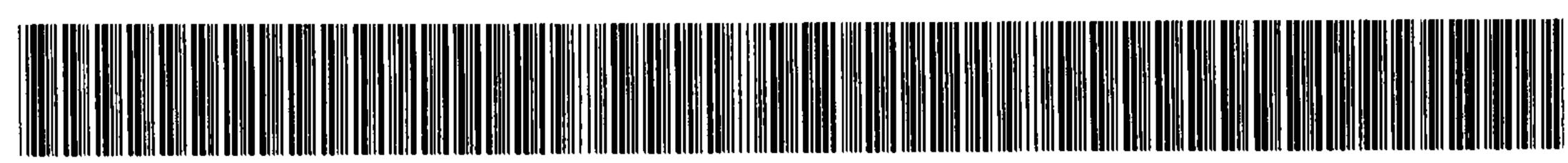
Jimmy L Jackson
P O Box 472
Columbiana At 35051

Columbiana, AL 35051

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



## **MODIFICATION OF MORTGAGE**



Notice: The original principal amount available under the Note (as defined below), which was \$100,000.00 (on which any required taxes already have been paid), now is increased by an additional \$100,000.00.

THIS MODIFICATION OF MORTGAGE dated April 30, 2021, is made and executed between Jimmy L Jackson, 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 March 3, 2016 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Mortgage recorded on 04/04/16 by Instrument Number 20160404000107420 in the Judge of Probate 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 360 Mountain View Lane, Columbiana, AL 35051.

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

The purpose of this Modification is to increase the mortgage amount to \$200,000.00 and 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

**Notary Public** 

# MODIFICATION OF MORTGAGE (Continued)

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"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.

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 APRIL 30, 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 (Seal) Jimmy L Jackson LENDER: **BRYANT BANK** Melinda S Tolleson, Vice President This Modification of Mortgage prepared by: Name: Carla Gray Address: 21290 Hwy 25 City, State, ZIP: Columbiana, AL 35051 INDIVIDUAL ACKNOWLEDGMENT STATE OF Alabame COUNTY OF Shelby I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Jimmy L Jackson, 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. day of April 30 Given under my hand and official seal this

My Commission Expires
August 7, 2022

My commission expires

## MODIFICATION OF MORTGAGE (Continued)

	(Continued)	Page 3
LENDER ACKNOWLEDGMENT		
STATE OF ALLIAMA  COUNTY OF Shelby  I, the undersigned authority, a Notary Public in and for sa  President of Bryant Bank is signed to the foregoing Modi	) SS ) said state fication and who is known the or she, in his or here	te, hereby certify that <b>Melinda S Tolleson</b> whose name as <b>Vice</b> nown to me, acknowledged before me on this day that, being er capacity as such <b>Vice President</b> of <b>Bryant Bank</b> , executed the <b>April</b> , 2021.  Welle Your Notary Public
LaserPro, Ver. 20.4.0.038 Copr. Finastra USA Corporation	n 1997, 2021. All (	Rights Reserved AL C:\APPS\CFI\LPL\G201.FC TR-37052

PR-7

# Exhibit "A"

Lot 2, according to the Bosshart Resurvey of Parcel "L", Tract Nine Subdivision, as recorded in Map Book 13, page 60, in the Judge of Probate of Shelby County, Alabama.

Together with a sixty (60) foot wide non-exclusive right of way across the Northeast corner of the SE ¼ of SE ¼, Section 22, Township 20 South, Range 1 West, Shelby County, Alabama being described as follows: said right of way having a Northeast margin being the Northeast corner of the SE ¼ of SE ¼ of said Section 22, and a South margin being sixty (60) feet South, sixty (60) feet Southwest, and sixty (60) feet West of the NE corner of the SE ¼ of SE ¼ of said Section 22, Township 20 South, Range 1 West, Shelby County, Alabama, being a part of Parcel C of a Resurvey of Parcels C, G, L, & K of Tract Nine Subdivision, as recorded in Map Book 11, page 20, in the Probate Office of Shelby County, Alabama.

Also together with a sixty (60) foot wide non-exclusive road right of way along the North line of SW ¼ of SW ¼, Section 23, Township 20 South, Range 1 West, Shelby County, Alabama, heretofore reserved on Deed from Gulf States Paper Corporation to Louis Douglas Joseph and wife, Kathy Joseph, dated June 18, 1985, and recorded in Real Record 032, page 353, in the Probate Office of Shelby County, Alabama.

Also together with a sixty (60) foot wide non-exclusive right of way along the West side of SE ¼ of NE ¼ of SW ¼ and that part of the E ½ of SE ¼ of the SW ¼ of Section 22, Township 20 South, Range 1 West, lying North of County Highway #69, Shelby County, Alabama, being a part of Parcel G of a Resurvey of Parcels C, G, L & K of Tract Nine Subdivision, as recorded in Map Book 11, page 20, in the Probate Office of Shelby County, Alabama.

Also together with a thirty (30) foot wide non-exclusive road and utilities right of way over and across the South thirty (30) feet of the E ½ of the NE ¼ of the SE ¼ of Section 22, Township 20 South, Range 1 West, for the benefit of the grantees, their heirs, assigns, and successors in title.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
07/07/2021 09:26:29 AM
\$181.00 JOANN

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