20211102000529280 1/3 $88.00
Shelby Cnty Judge of Probate, AL
11/02/2021 10:29:54 AM FILED/CERT

RECORDATION REQUESTED BY:
Trustmark National Bank
Homewood Branch
1808 29th Avenue South
Homewood, AL 35209

WHEN RECORDED MAIL TO:
Trustmark National Bank
Attn: Loan Operations
P. O. Box 1182
Jackson, MS 39215-1182

SEND TAX NOTICES TO:
Edmund A. Terrell, Jr.
Rachel Hey Terrell
4255 Ashington Drive
Birmingham, AL 35242

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

L-9040-A000018608380-F9595255606-51268-P01

THIS MODIFICATION OF MORTGAGE dated September 21, 2021, is made and executed between Edmund A. Terrell, Jr. and Rachel Hey Terrell; Husband and Wife (referred to below as "Grantor") and Trustmark National Bank, whose address is 1808 29th Avenue South, Homewood, AL 35209 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated December 10, 2020 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded January 19, 2021 in the records of the Office of the Judge of Probate of Shelby County, Alabama in Instrument 20210119000029650.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in Shelby County, State of Alabama:

MAXIMUM LIEN. The lien of this Mortgage shall not exceed at any one time $80,000.00, plus interest, fees, expenses, charges, and costs incurred by Lender to enforce this Mortgage and related loan documents and protect Lender's security interest in the collateral.

LOT 276, ACCORDING TO THE SURVEY OF BROOK HIGHLAND, AN EDDLEMAN COMMUNITY, 6TH SECTOR, 2ND PHASE, AS RECORDED IN MAP BOOK 15, PAGE 50 A & B, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

The Real Property or its address is commonly known as 4255 Ashington Drive, Birmingham, AL 35242.

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

The credit limit of the Credit Agreement and the amount above described Mortgage will be increased to $80,000.00.

Alabama Mortgage Recordation Tax in the amount of $97.00 has been paid on the Original Note and Mortgage amount of $40,000.00.

Alabama Mortgage Recordation Tax in the amount of $60.00 is being collected on the increase amount of $40,000.00.

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.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED SEPTEMBER 21, 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 ______________________ (Seal)	X ______________________ (Seal)
Edmund A. Terrell, Jr.	Rachel Hey Terrell

L-9040-A000018608380-F9595255606-51268-P02

LENDER:

TRUSTMARK NATIONAL BANK

X ______________________________ (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: Sean Faciane, Branch Manager
Address: 1808 29th Avenue South
City, State, ZIP: Homewood, AL 35209

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Jefferson)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **Edmund A. Terrell, Jr. and Rachel Hey Terrell, Husband and Wife,** 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 21 day of September, 20 21.

Notary Public

My commission expires 3-11-25

SEAN CHRISTOPHER FACIANE
NOTARY PUBLIC
Comm. Expires March 11, 2025
ALABAMA STATE AT LARGE

L-9040-A000018608380-F9595255606-51268-P03

MODIFICATION OF MORTGAGE
(Continued)

LENDER ACKNOWLEDGMENT

20211102000529280 3/3 $88.00
Shelby Cnty Judge of Probate, AL
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STATE OF Alabama)
) SS
COUNTY OF Jefferson)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Sean Faciane whose name as Branch Manager of **Trustmark National 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 authorized signer of **Trustmark National Bank**, executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 21st **day of** September, **20** 21.

Harris Owsley
Notary Public

My commission expires 07/15/25

HARRIS OWSLEY NOTARY PUBLIC Comm. Expires July 15, 2025 ALABAMA STATE AT LARGE