

20211103000533740
11/03/2021 03:44:03 PM
MORTAMEN 1/4

RECORDATION REQUESTED BY:

River Bank & Trust
Wetumpka Office
10 Cambridge Drive
P.O. Box 1090
Wetumpka, AL 36093

WHEN RECORDED MAIL TO:

River Bank & Trust
Wetumpka Office
10 Cambridge Drive
P.O. Box 1090
Wetumpka, AL 36093

SEND TAX NOTICES TO:

River Bank & Trust
Wetumpka Office
10 Cambridge Drive
P.O. Box 1090
Wetumpka, AL 36093

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE



#####048540106182021

Notice: This Modification of Mortgage does not secure new indebtedness or an increased amount of debt under the Note (as defined below).

THIS MODIFICATION OF MORTGAGE dated June 18, 2021, is made and executed between BARRY W NOBLES, a unmarried man, whose address is 4861 OLD HWY 280, STERRETT, AL 35147 (referred to below as "Grantor") and River Bank & Trust, whose address is 10 Cambridge Drive, P.O. Box 1090, Wetumpka, AL 36093 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated June 19, 2019 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recording dated 06/19/2019 in the Office of the Judge of Probate of Shelby County, Alabama, in Instrument #20190619000218960.

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

LEGAL DESCRIPTION IS ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A"

The Real Property or its address is commonly known as 4861 OLD HWY 280, STERRETT, AL 35147.

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

Maturity date has been extended to 06/18/2051. The remaining mortgage amount is \$181,590.21.

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 endorser 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.



#####048540206182021

**MODIFICATION OF MORTGAGE
(Continued)**

Page 2

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JUNE 18, 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 Barry W. Nobles by (Seal)
BARRY W. NOBLES

LENDER:

Nobles POA

RIVER BANK & TRUST

X Vanessa Royal, AVP (Seal)

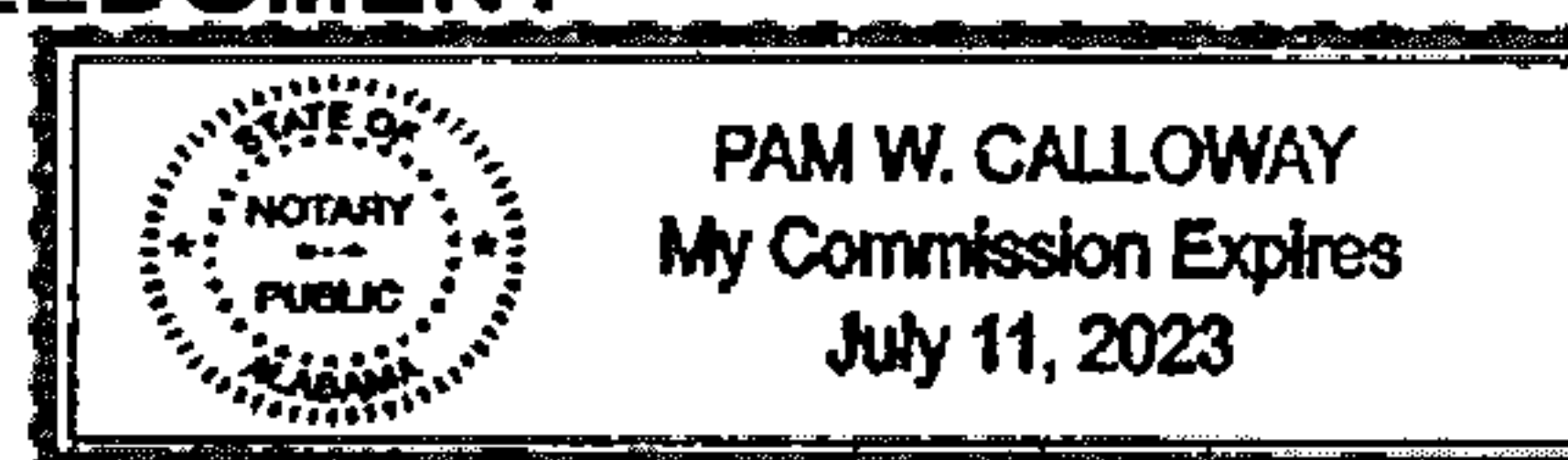
This Modification of Mortgage prepared by:

Name: River Bank & Trust
Address: 10 Cambridge Drive
City, State, ZIP: Wetumpka, AL 36093

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama
COUNTY OF Elmore

)
) SS
)



I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that BARRY W NOBLES, 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 18 day of June, 20 21.

Pam W. Calloway
Notary Public

My commission expires 07-11-2023



#####048540306182021

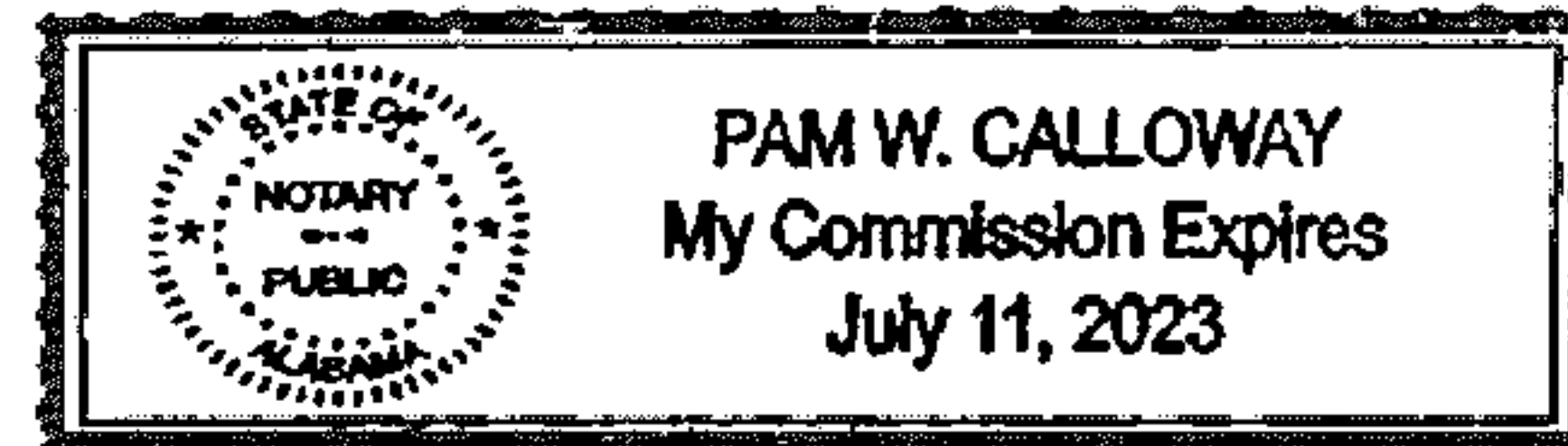
**MODIFICATION OF MORTGAGE
(Continued)**

Page 3

LENDER ACKNOWLEDGMENT

STATE OF Alabama
COUNTY OF Elmore

)
) SS
)



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

Given under my hand and official seal this 18 day of June, 20 21.

Pam W Calloway
Notary Public

My commission expires 07-11-2023

Originator Names and Nationwide Mortgage Licensing System and Registry IDs:

Organization: **River Bank & Trust**

NMLSR ID: **405629**

Individual: **VANESSA SNEAD ROYAL**

NMLSR ID: _____

EXHIBIT 'A'
LEGAL DESCRIPTION

The N 1/2 of the NW 1/4 of Section 28, Township 19 Range 1 East Shelby County Alabama

Except the lot in the NE corner which was excepted from the description of lands as conveyed in deed recorded in Deed Book 116, Page 237 described as follows

Begin at the NE corner of the NE 1/4 of NW 1/4 of said Section 28, and run South along the East line of said forty acres 345 feet thence West 90 feet, thence Northwesterly in a straight line to a point 210 feet West of the point of beginning, thence East along the North line of said forty acres 210 feet to the point of beginning

Also except the lot conveyed to Jane P Carter by deed recorded in Deed Book 117, Page 139 described as follows From the NE corner of the NE 1/4 of NW 1/4 of Section 28, Township 19, Range 1 East run West along the North boundary of said Section 28 for a distance of 210 feet to the point of beginning of the land herein conveyed continue West along the North boundary of said Section 28 Township 19 Range 1 East for 210 feet thence turn an angle of 90 deg 20 min to the left and run 665 feet thence turn an angle of 39 deg 40 min to the left and run 420 feet thence turn an angle of 90 deg 20 min to the left and run 320 feet, thence turn an angle of 90 deg 00 min to the left and run 90 feet, thence turn an angle of 70 deg 56 min to the right and run 367 58 feet to the point of beginning

This land being a part of the E 1/2 of the NE 1/4 of NW 1/4 of Section 28 Township 19 Range 1 East, Shelby County Alabama

Also except the right of way of Highway No 280 and 1/2 interest in the mineral rights All being situated in Shelby County, Alabama

Subject to all easements, restrictions and rights of way of record

The proceeds to this loan have been applied against the purchase price of the property described herein, conveyed to mortgagor(s) simultaneously herewith

A material portion of this loan is being funded contemporaneously with the recording of this document in order to secure priority

*Note Barry Nobles and Barry W Nobles is one and the same person

x Barry W. Nobles by
Naez Nobles ROA



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
11/03/2021 03:44:03 PM
\$303.40 BRITTANI
20211103000533740

Allen S. Bayl