

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:

Stephen Luther Tolleson III
Gwen Tolleson
175 Brookside Lane
Vandiver, AL 35176-0000

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



MODIFICATION OF MORTGAGE



#####%0740%11012021%#####

THIS MODIFICATION OF MORTGAGE dated November 1, 2021, is made and executed between Stephen Luther Tolleson III and Gwen Tolleson; husband and wife (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 September 1, 2016 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Mortgage dated 9/1/16 and recorded on 9/29/16 by Instrument Number 20160929000356910 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 2446 Highway 42, Calera, AL 35040.

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.

6-461623

MODIFICATION OF MORTGAGE
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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 NOVEMBER 1, 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 Stephen Tolleson (Seal)
Stephen Luther Tolleson III

x Gwen Tolleson (Seal)
Gwen Tolleson

LENDER:

BRYANT BANK

x IneNa Torrance (Seal)
IneNa Torrance, Loan Officer

This Modification of Mortgage prepared by:

Name: Mary Hudson
Address: 21290 Hwy 25
City, State, ZIP: Columbiana, AL 35051

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Shelby)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **Stephen Luther Tolleson III and Gwen Tolleson, 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 1 day of November, 2021.

My Commission Expires
August 7, 2022

My commission expires _____

IneNa Torrance
Notary Public

MODIFICATION OF MORTGAGE
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LENDER ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Shelby)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **Inella Torrance** whose name as **Loan Officer** 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 **Loan Officer** of **Bryant Bank**, executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 1st day of November, 2021.

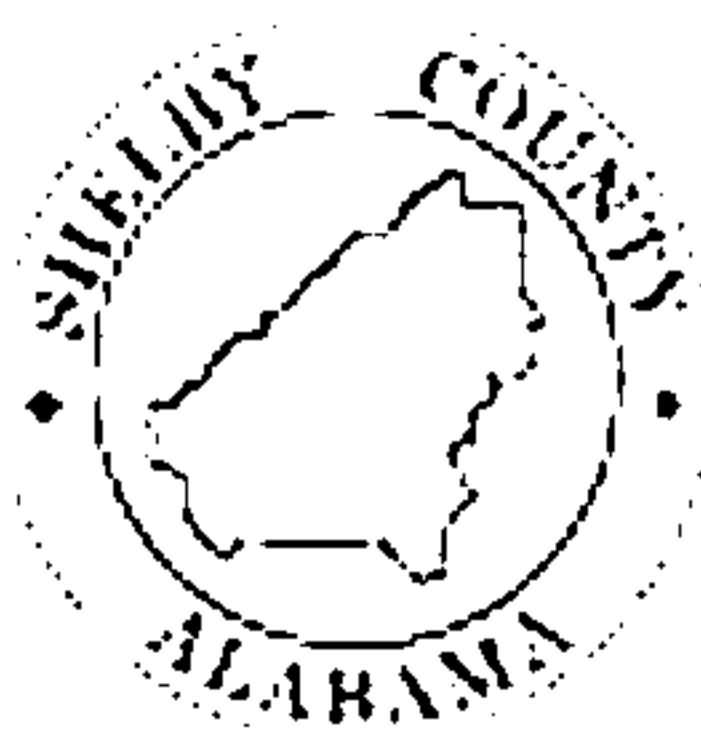
MY COMMISSION EXPIRES APRIL 2, 2025

My commission expires _____

Cathy Ingram
Notary Public

Exhibit "A"

Commence at the northeast corner of the NE 1/4 of the SW 1/4 of Section 1, Township 22 South, Range 2 West, Shelby County, Alabama and run thence westerly along the North line of said Section 1, a distance of 670.07 feet to a point on the West right of way line of Shelby County Highway No. 42 and the point of beginning of the property being described; thence continue along last described course a distance of 325.83 feet to a point on the centerline of an Alabama Power Company Easement; thence turn 82 degrees 56 minutes 38 seconds left and run southerly along centerline of said easement a distance of 72.36 feet to a point; thence turn 27 degrees 30 minutes 01 second left and run southeasterly along same said centerline of same said easement 201.39 feet to a point; thence turn 72 degrees 29 minutes 36 seconds left and run easterly a distance of 325.68 feet to a point on the same said westerly right of way line of Highway No. 42; thence turn 98 degrees 40 minutes 38 seconds left and run northerly along said right of way line 132.75 feet to a point; thence turn 89 degrees 07 minutes 11 seconds left and run westerly 10.07 feet to a point; thence turn 88 degrees 53 minutes 42 seconds right and run north-northwesterly along same said right of way line of same said Highway No. 42 a distance of 118.19 feet to the point of beginning. Less and except any part of property lying within the right of way of the Alabama Power Company easement referred to above and the right of way of Highway No. 42 Situated in Shelby County, Alabama.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
11/17/2021 12:54:02 PM
\$31.00 BRITTANI
20211117000553930

Allie S. Boyd