

20211201000572350  
12/01/2021 09:27:48 AM  
MORTAMEN 1/4

**RECORDATION REQUESTED BY:**

River Bank & Trust  
East Montgomery Office  
7075 Halcyon Park Drive  
P.O. Box 240938  
Montgomery, AL 36117

**WHEN RECORDED MAIL TO:**

River Bank & Trust  
East Montgomery Office  
7075 Halcyon Park Drive  
P.O. Box 240938  
Montgomery, AL 36117

**SEND TAX NOTICES TO:**

River Bank & Trust  
East Montgomery Office  
7075 Halcyon Park Drive  
P.O. Box 240938  
Montgomery, AL 36117

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

**MODIFICATION OF MORTGAGE**



\*#####048540105282021\*

**Notice:** The original principal amount available under the Note (as defined below), which was \$480,000.00 (on which any required taxes already have been paid), now is increased by an additional \$40,000.00.

**THIS MODIFICATION OF MORTGAGE** dated May 28, 2021, is made and executed between **SAMUEL L MILLER** and **PAMELA M MILLER**, individually and as husband and wife, whose address is 8955 Vaughn Rd, Montgomery, AL 36117-8846 (referred to below as "Grantor") and River Bank & Trust, whose address is 7075 Halcyon Park Drive, P.O. Box 240938, Montgomery, AL 36117 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated January 29, 2021 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recording dated **04/09/2021** in the Office of the Judge of Probate of Shelby County, Alabama, in Instrument #**20210409000178710**.

**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 56 CIRCLE 2, SHELBY, AL 35143.

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

The principal amount of the loan has been increased from **\$480,000.00** to **\$520,000.00** with a new maturity date of **05/28/2051**.

**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.



\*\*\*\*\*048540205282021\*

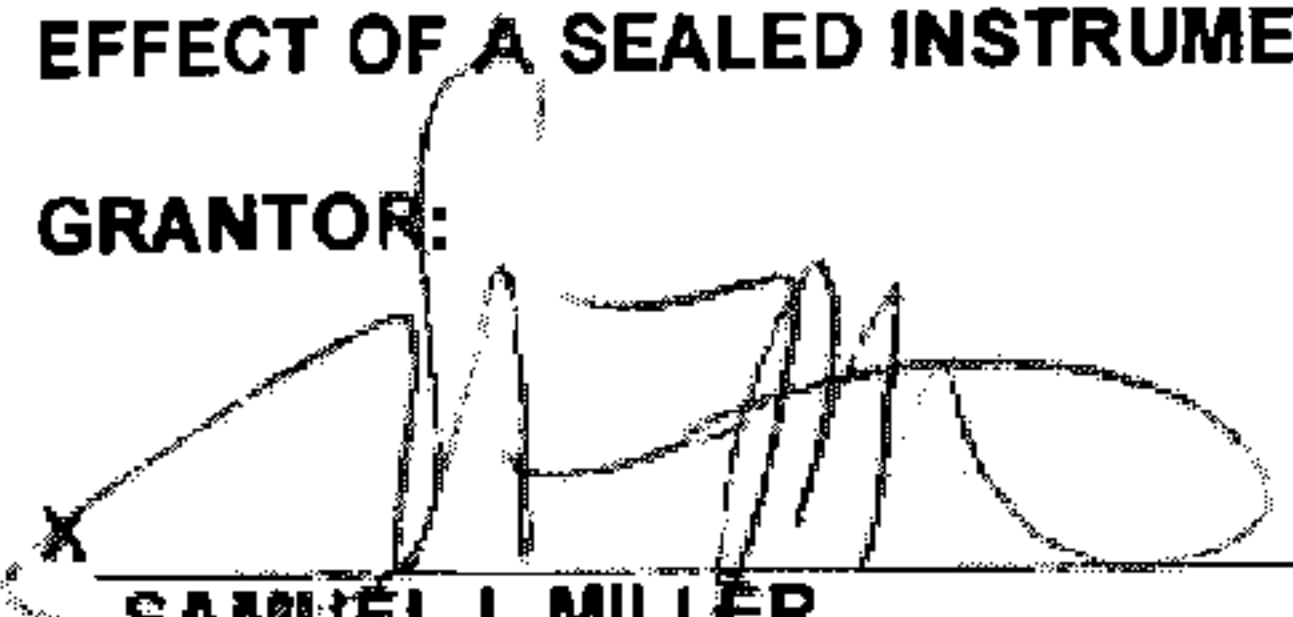
**MODIFICATION OF MORTGAGE  
(Continued)**

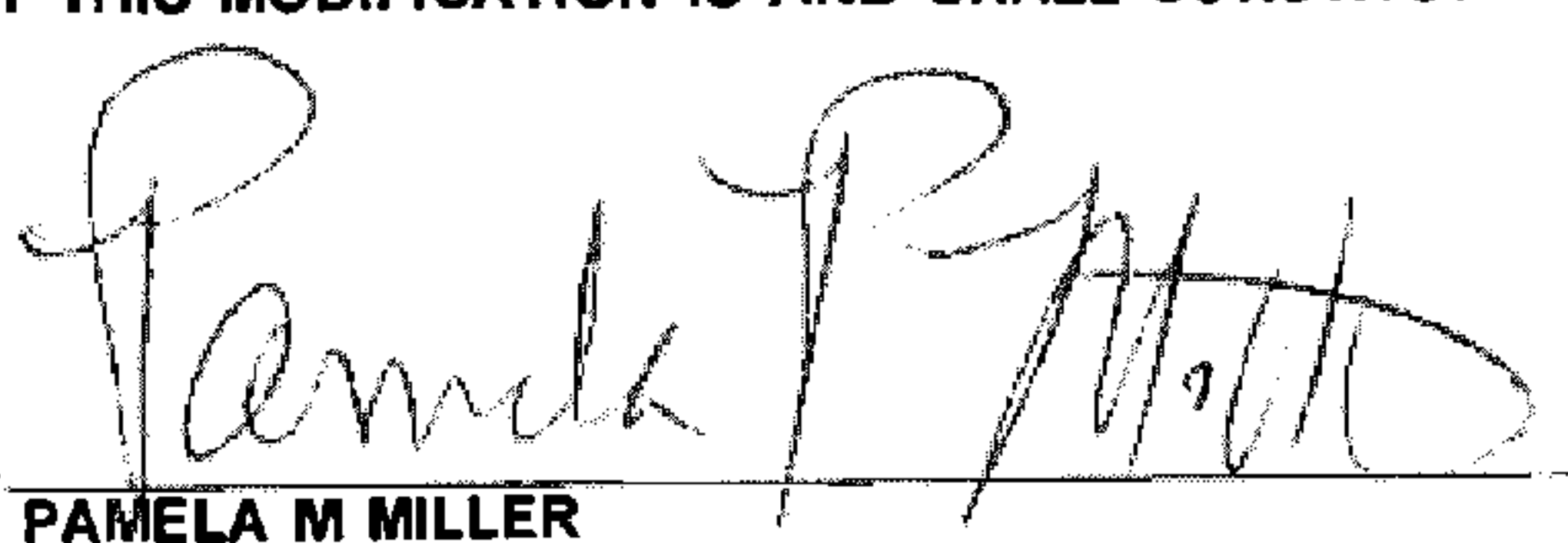
Page 2

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED MAY 28, 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.

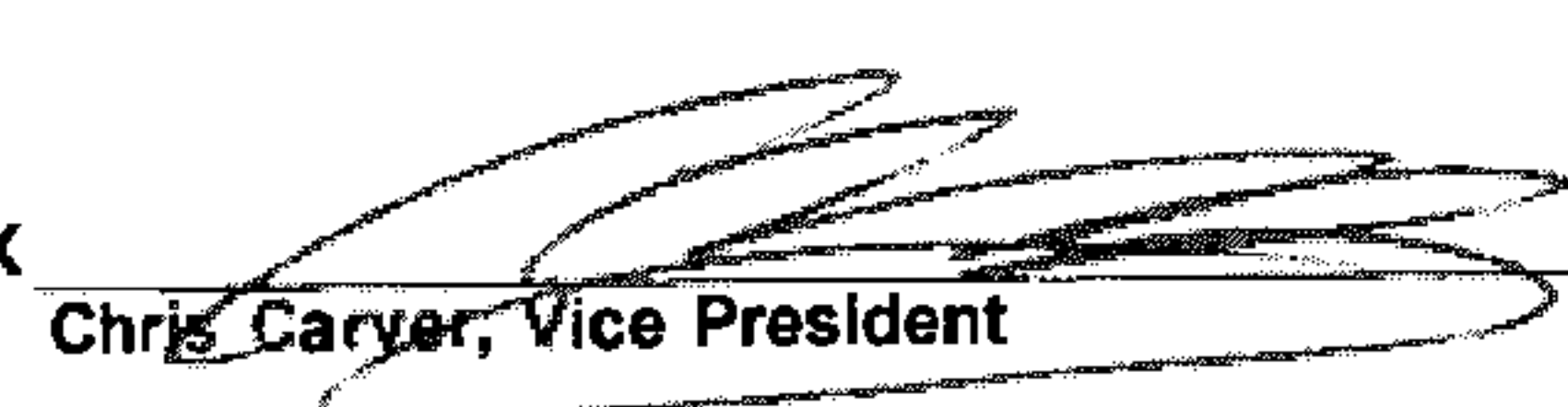
GRANTOR:

X  (Seal)  
SAMUEL L MILLER

X  (Seal)  
PAMELA M MILLER

LENDER:

RIVER BANK & TRUST

X  (Seal)  
Chris Caryl, Vice President

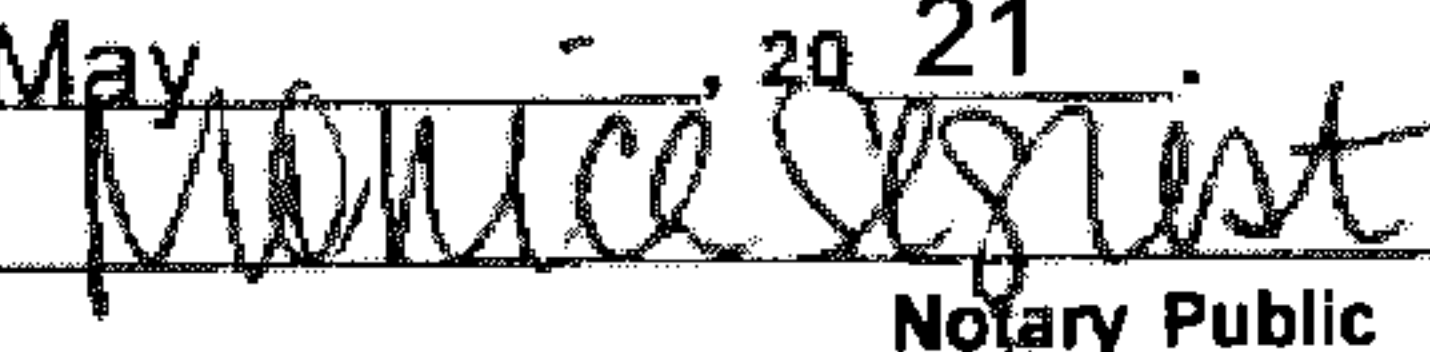
This Modification of Mortgage prepared by:

Name: River Bank & Trust  
Address: 7075 Halcyon Park Drive  
City, State, ZIP: Montgomery, AL 36117

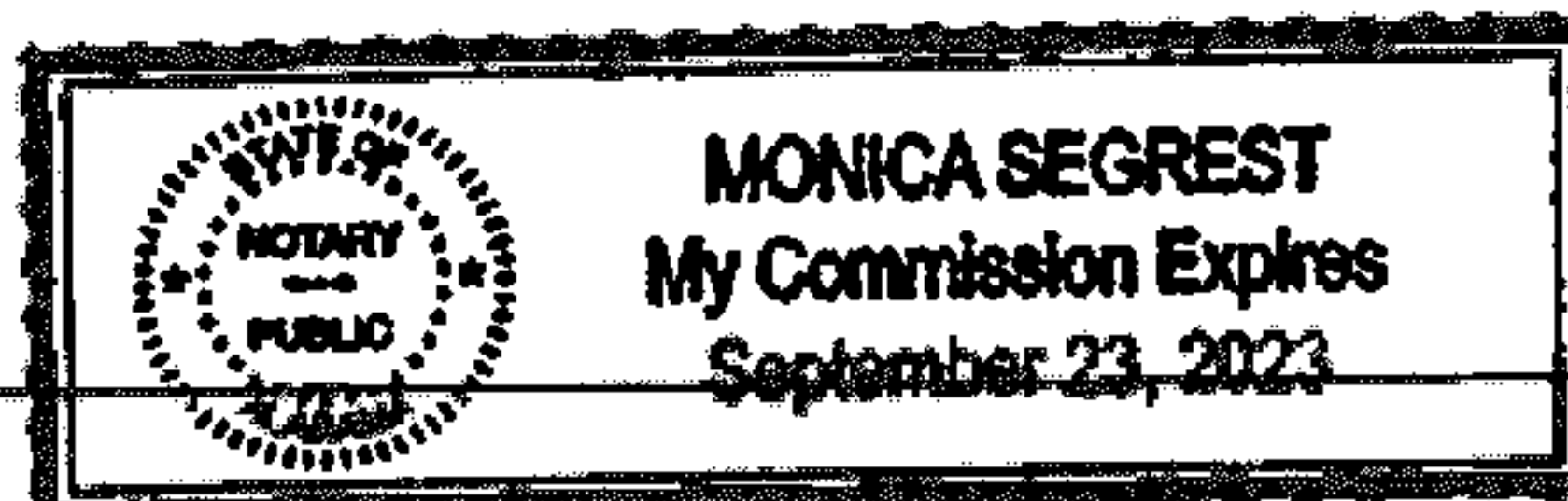
**INDIVIDUAL ACKNOWLEDGMENT**

STATE OF Alabama )  
 ) SS  
COUNTY OF Montgomery )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that SAMUEL L MILLER and PAMELA M MILLER, 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 28th day of May, 20 21  
  
Notary Public

My commission expires 9/23/2023





\*#####048540305282021\*

**MODIFICATION OF MORTGAGE  
(Continued)**

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**LENDER ACKNOWLEDGMENT**

STATE OF Alabama )  
 ) SS  
COUNTY OF Montgomery )

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

Given under my hand and official seal this 28th day of May, 20 21.

Monica Segrest  
Notary Public

My commission expires 9/23/2023



**Originator Names and Nationwide Mortgage Licensing System and Registry IDs:**

Organization: River Bank & Trust

NMLSR ID: 405629

Individual: CHRISTOPHER J CARVER

NMLSR ID: 708664

**EXHIBIT "A"**

**Lot 25, in Shelby Shores, First Addition, according to the map of Shelby Shores, First Addition, as recorded in Map Book 5, Page 29, in the Probate Office of Shelby County, Alabama.**



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
12/01/2021 09:27:48 AM  
\$811.00 BRITTANI  
20211201000572350

*Allie S. Bayl*