

RECORDATION REQUESTED BY:

Bryant Bank
Trussville
137 Main Street
Trussville, AL 35173

WHEN RECORDED MAIL TO:

Bryant Bank
P.O. Office Box 2087
Birmingham, AL 35201

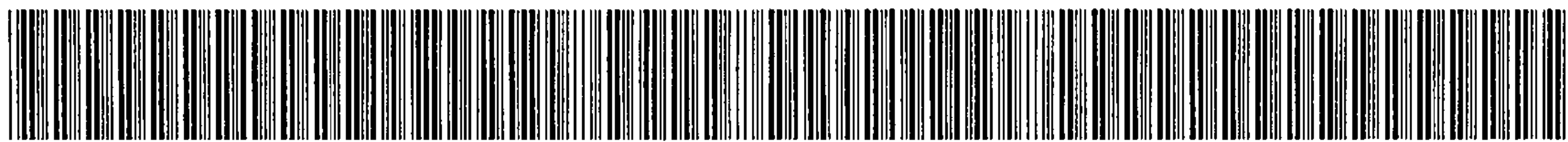
SEND TAX NOTICES TO:

Edward O Murphree, Jr.
Jennifer Lynn Murphree
4427 Highway 61
Columbiana , AL 35051

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



MODIFICATION OF MORTGAGE



#####%0740%09102021%#####

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 September 10, 2021, is made and executed between Edward O Murphree, Jr. and Jennifer Lynn Murphree, husband and wife (referred to below as "Grantor") and Bryant Bank, whose address is 137 Main Street, Trussville, AL 35173 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated July 15, 2016 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Mortgage recorded on 08/08/16 by Instrument Number 20160808000281480 in the Judge of Probate in 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 4427 Highway 61, Columbiana , AL 35051.

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

The purpose of this Modification is to add spouse and 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 "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,

**MODIFICATION OF MORTGAGE
(Continued)**

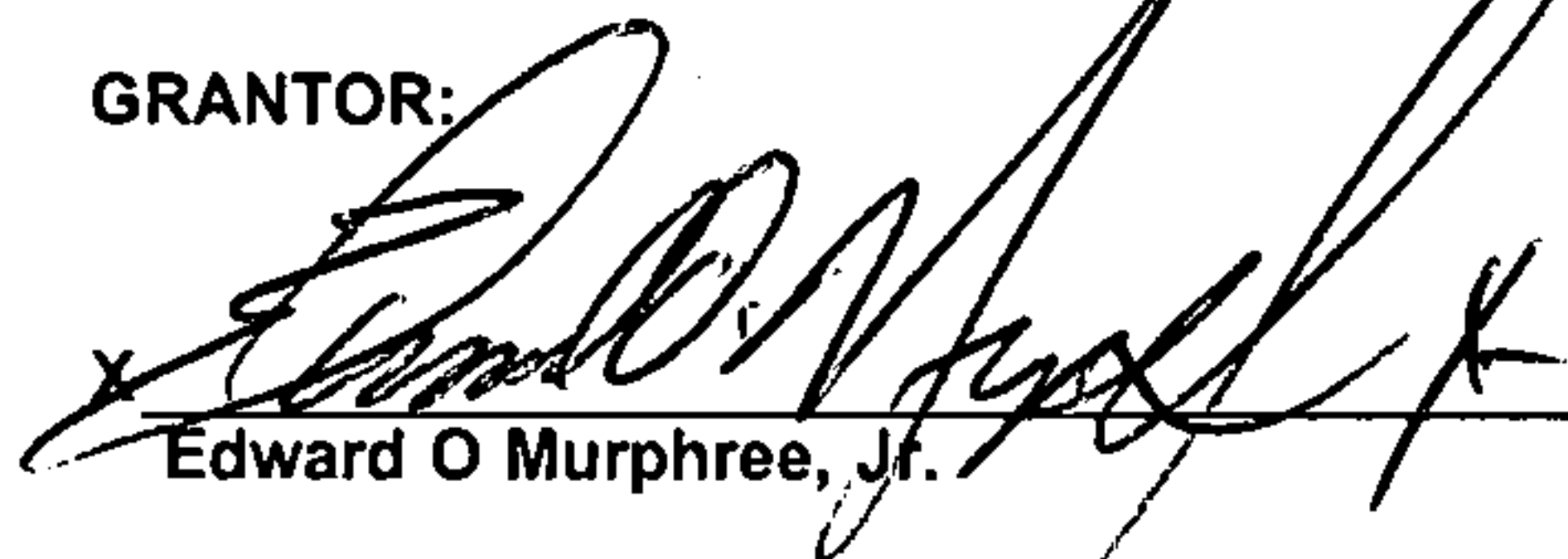
Page 2


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 10, 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.

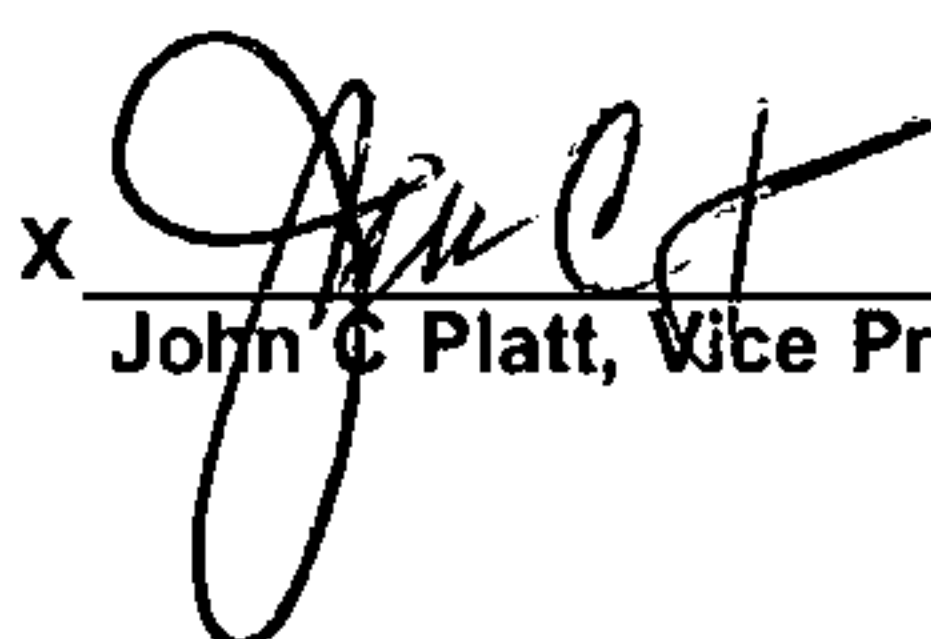
GRANTOR:

X  (Seal)
Edward O Murphree, Jr.

X  (Seal)
Jennifer Lynn Murphree

LENDER:

BRYANT BANK

X  (Seal)
John C Platt, Vice President

This Modification of Mortgage prepared by:

Name: Carla Gray
Address: 137 Main Street
City, State, ZIP: Trussville, AL 35173

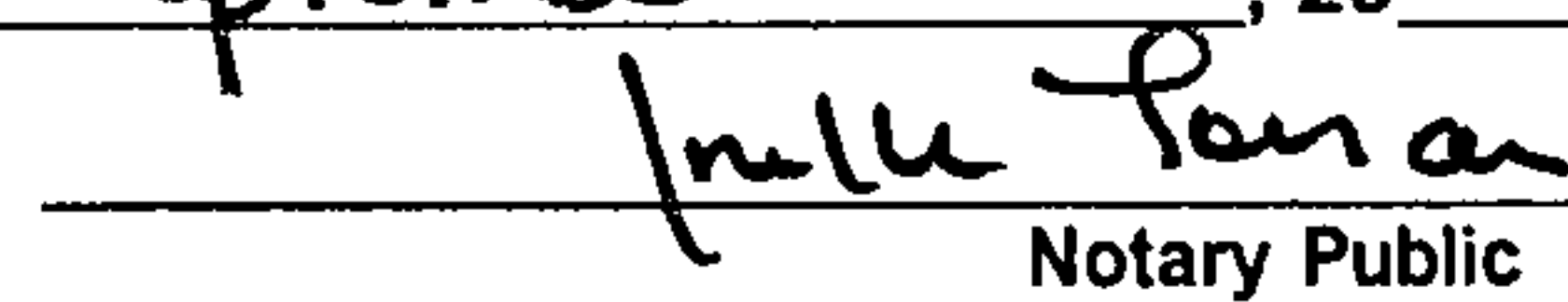
INDIVIDUAL ACKNOWLEDGMENT

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 **Edward O Murphree, Jr. and Jennifer Lynn Murphree, 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 10 day of September, 2021

**My Commission Expires
August 7, 2022**


Notary Public

My commission expires _____

MODIFICATION OF MORTGAGE
(Continued)

Page 3

LENDER 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 **John C Platt** whose name as **Vice President** 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 **Vice President** of **Bryant Bank**, executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 10th day of September 2021

My commission expires

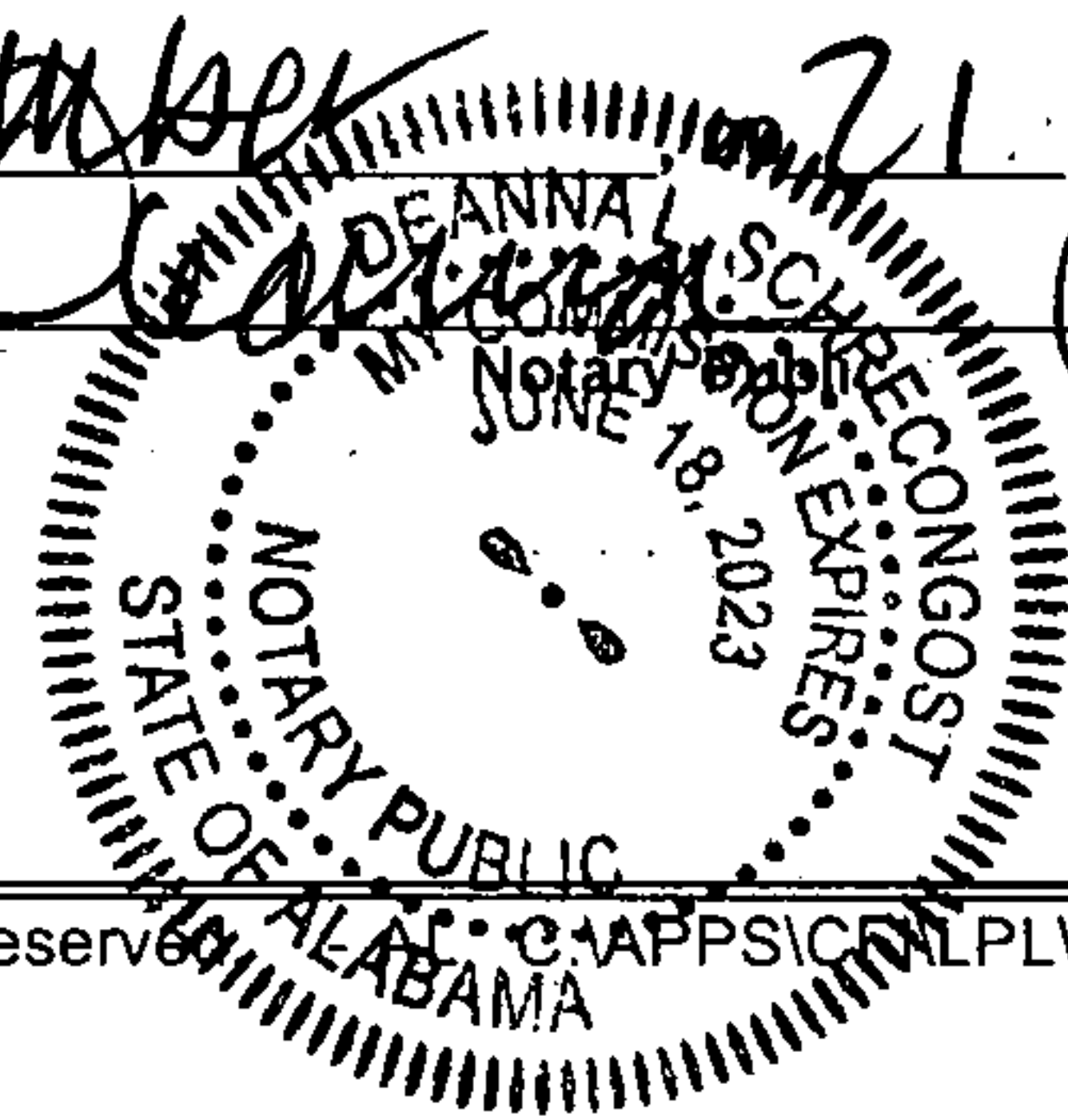
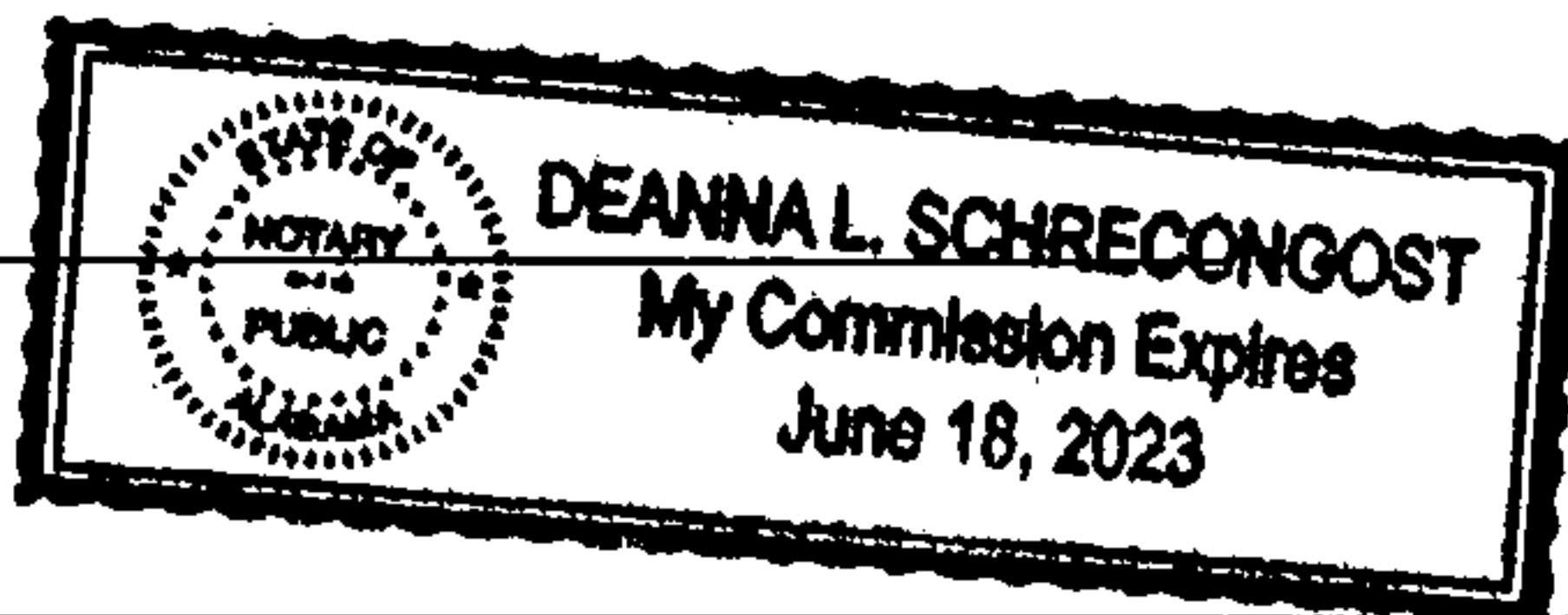


Exhibit "A" (2 pages)

PARCEL I:

Lots 3 and 4, Bart's Subdivision, as recorded in Map Book 18, Page 133, in the Probate Office of Shelby County, Alabama.

Also:

Begin at the Northwest corner of the NE 1/4, Section 28, Township 21 South, Range 1 East; thence run southerly along the West boundary of said NE 1/4 for 154.67 feet to a point, being a point on the Northwest right of way line of County Highway 61; thence turn a deflection angle of 149 degrees 52 minutes 22 seconds to the left and run along said right of way along a curve to the left, having a radius of 5689.58 feet and a central angle of 1 degree 46 minutes 17 seconds for an arc distance of 175.90 feet to a point, being a point on the North boundary of said Section 28; thence turn a deflection angle of 117 degrees 33 minutes 44 seconds to the left, from the tangent to the curve and run westerly along said section line for 85.93 feet to the point of beginning. Said parcel is lying in the NW 1/4 of the NE 1/4, Section 28, Township 21 South, Range 1 East, Shelby County, Alabama

PARCEL II:

The NW 1/4 of NW 1/4, and the North 1/2 of the SW 1/4 of NW 1/4, all being situated in Section 28, Township 21 South, Range 1 East, being situated in Shelby County, Alabama.

Also:

A Parcel of Land being part of Lot 1 of Bart's Subdivision, as recorded in Map Book 18, Page 133, in the Office of the Judge of Probate of Shelby County, Alabama, and being more particularly described as follows:

BEGIN at the NW Corner of above said Lot 1 of Bart's Subdivision, said point being the POINT OF BEGINNING; thence S01°25'12", a distance of 271.64'; thence S75°00'39"E, a distance of 314.68' to a point on the Northwesterly R.O.W. line of Shelby County Highway 61 and the beginning of a non-tangent curve to the right, having a radius of 3044.09, a central angle of 01°53'39", and subtended by a chord which bears N23°07'31"E, and a chord distance of 100.63'; thence along the arc of said curve and said R.O.W. line, a distance of 100.64'; thence N24°04'21"E and along said R.O.W. line, a distance of 17.46'; thence N55°37'30"W and leaving said R.O.W. line, a distance of 432.96' to the POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING PROPERTY:

Commence at the SE Corner of the SW 1/4 of the NW 1/4 of Section 28, Township 21 South, Range 1 East, Shelby County, Alabama; thence N01°25'12"W, a distance of 691.19' to the POINT OF BEGINNING; thence S75°00'39"E, a distance of 314.68' to the Westerly R.O.W. line of Shelby County Highway 61 and the beginning of a non-tangent curve to the right, having a radius of 3044.09, a central angle of 01°53'39", and subtended by a chord which bears N23°07'31"E, and a chord distance of 100.63'; thence along the arc of said curve and said R.O.W. line, a distance of 100.64'; thence N24°04'21"E and along said R.O.W. line, a distance of 17.46'; thence N55°37'30"W and leaving said R.O.W. line, a distance of 432.96'; thence N01°25'12"W, a distance of 628.36'; thence S89°08'31"W, a distance of 700.00'; thence S01°25'12"E, a distance of 900.00'; thence N89°08'31"E, a distance of 700.00' to the POINT OF BEGINNING. Said Parcel containing 15.98 acres, more or less.

PARCEL III:

The East half of the Southeast Quarter of the Northeast Quarter of Section 29, Township 21 South, Range 1 East. Situated in Shelby County, Alabama.

PARCEL IV:

The West one-half (W 1/2) of the Northeast Quarter (NE 1/4) of Section 29, Township 21, Range 1 East. Situated in Shelby County, Alabama.

PARCEL V:

Begin at the SW corner of the NE 1/4 of the SW 1/4 of Section 29, township 21 South, Range 1 East, Shelby county, Alabama, said point of beginning; thence North 89 degrees 36 minutes 12 seconds East, a distance of 3351.97 feet; thence North 00 degrees 54 minutes 17 seconds West, a distance of 679.03 feet; thence South 89 degrees 53 minutes 20

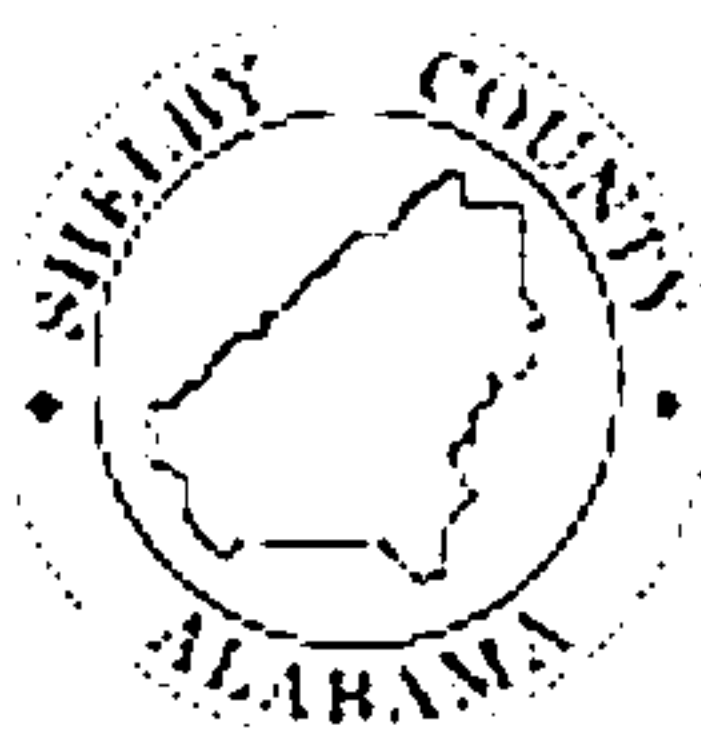
Exhibit "A"

(Continued)

seconds West, a distance of 3365.79 feet; thence South 02 degrees 01 minutes 36 seconds East, a distance of 696.06 feet to the point of beginning. Situated in Shelby County, Alabama.

PARCEL VI:

The NE 1/4 of the NE 1/4; and the W 1/2 of the SE 1/4 of the NE 1/4, Section 29, Township 21 South, Range 1 East, Shelby County, Alabama.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
04/12/2022 04:47:50 PM
\$35.00 CHARITY
20220412000151290

Allie S. Boyd