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06/06/2022 03:22:52 PM
MORTAMEN 1/5

THIS INSTRUMENT PREPARED BY:

Amanda Daniel
Progress Bank & Trust
255 Grant Street
Decatur, AL 35601

AFTER RECORDING RETURN TO:

Progress Bank & Trust
Amanda Daniel
255 Grant Street
Decatur, AL 35601

(Space Above This Line For Recording Data)

LOAN NUMBER: 8000010104

NMLS ORIGINATOR IDENTIFIER: 579540

MODIFICATION AGREEMENT - MORTGAGE

THIS MODIFICATION AGREEMENT ("Agreement") is made this 1st day of June, 2022, between William David Mims Jr., a single man, whose address is 150 Oak Branch Ln, Chelsea, Alabama 35043-7152 ("Mortgagor"), and Progress Bank & Trust whose address is 2121 Highland Ave South, Birmingham, Alabama 35205 ("Lender").

Progress Bank & Trust and Mortgagor entered into a Mortgage dated January 27, 2022 and recorded in the Office of the Judge of Probate instrument #20220311000101580, records of County of Shelby, State of Alabama ("Mortgage"). The Mortgage covers the following described real property:

Address: 150 Oak Branch Lane, Chelsea, Alabama 35043

Legal Description: See Exhibit "A"

It is the express intent of the Mortgagor and Lender to modify the terms and provisions set forth in the Mortgage. Mortgagor and Lender hereby agree to modify the Mortgage as follows:

- Increase from \$25,000 to \$30,000.

Mortgagor and Lender agree that the Mortgage including such changes, modifications, and amendments as set forth herein, shall remain in full force and effect with respect to each and every term and condition thereof and nothing herein contained shall in any manner affect the lien of the Mortgage on the Property. Nothing contained herein shall in any way impair the Mortgage or the security now held for the indebtedness thereunder, or alter, waive, annul, vary, or affect any provision, term, condition, or covenant therein, except as herein provided, nor affect or impair any rights, powers, privileges, duties, or remedies under the Mortgage it being the intent of Mortgagor and Lender that the terms and provisions thereof shall continue in full force and effect, except as specifically modified herein. Nothing in this Agreement shall constitute a satisfaction of the promissory note or notes, or other credit agreement or agreements secured by the Mortgage.

Lender's consent to this Agreement does not waive Lender's right to require strict performance of the Mortgage modified above, nor obligate Lender to make any future modifications. Any guarantor or cosigner shall not be released by virtue of this Agreement.

If any Mortgagor who signed the original Mortgage does not sign this Agreement, then all Mortgagors signing below acknowledge that this Agreement is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Agreement 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.



This Agreement shall be binding upon the heirs, successors, and assigns with respect to parties hereto. Whenever used, the singular shall include the plural, the plural, the singular, and the use of any gender shall be applicable to all genders.

ORAL AGREEMENTS DISCLAIMER. This Agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

By signing below, Mortgagor and Lender acknowledge that they have read all the provisions contained in this Agreement, and that they accept and agree to its terms.

William David Mims Jr. 6-1-22
William David Mims Jr. Date

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, Tiffany L. Solomon, a Notary Public, do hereby certify that William David Mims Jr., a single man, whose name is signed to the foregoing and who is known to me, acknowledged before me on this day that, being informed of the contents of the Security Instrument, he/she executed the same, voluntarily, on the day the same bears date. Given under my hand this 1st day of June, 2022.

My commission expires:

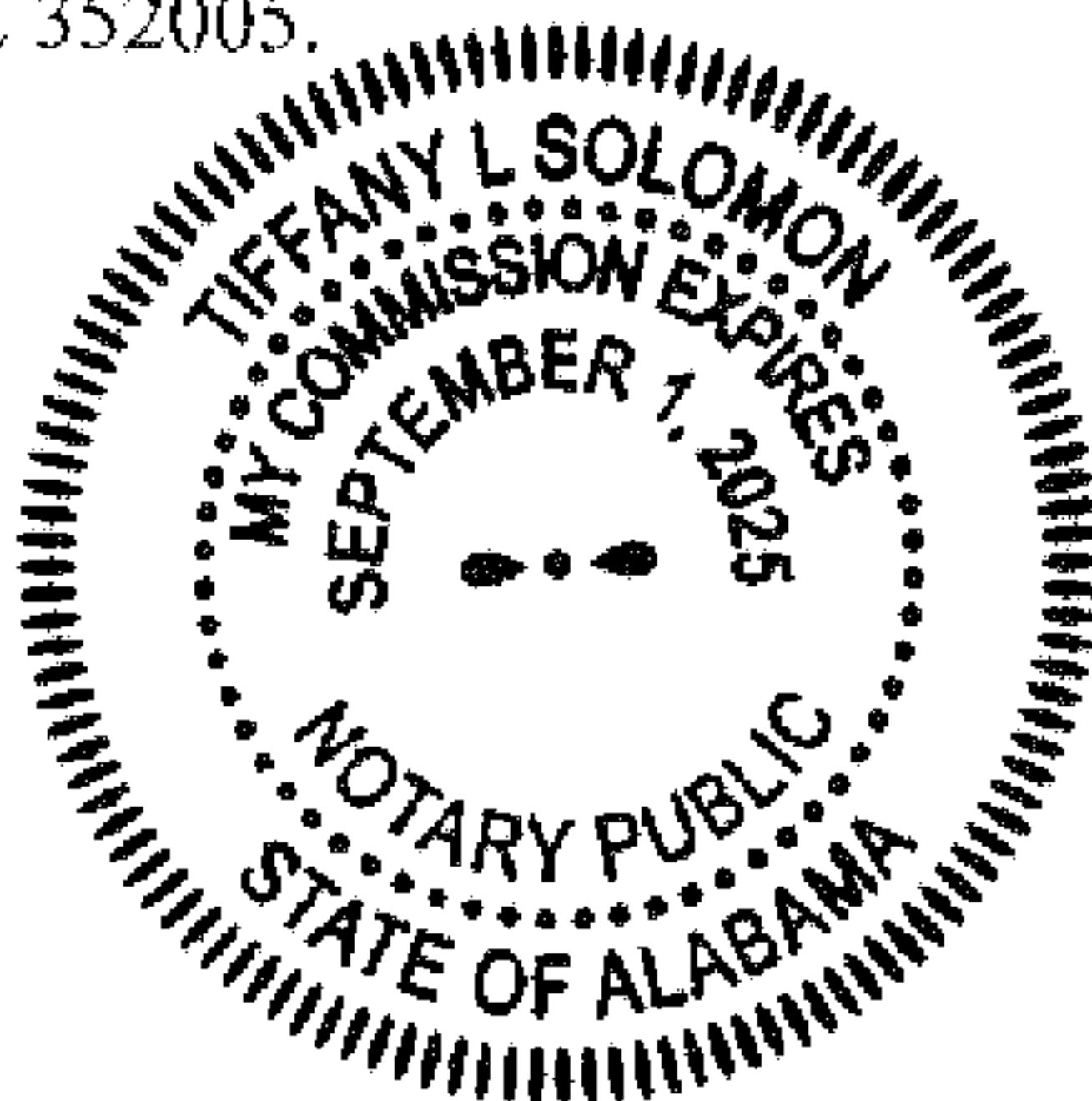
September 1, 2025

Tiffany L. Solomon

Notary Public residing at 2121 Highland Avenue
South, Birmingham, AL 352005.

Notary Public
Identification Number

(Official Seal)



LENDER: Progress Bank & Trust

Ann Hamiter 6/1/2022

By: Ann Hamiter

Date

Its: SVP Private Banking



BUSINESS ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, Tiffany L. Solomon, Notary Public in and for said County and in said State, hereby certify that Ann Hamiter, SVP Private Banking of Progress Bank & Trust, a(n) Alabama Bank, 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 the instrument, he or she, in his or her official capacity and with full authority, executed the same voluntarily for and as the act of said Bank.

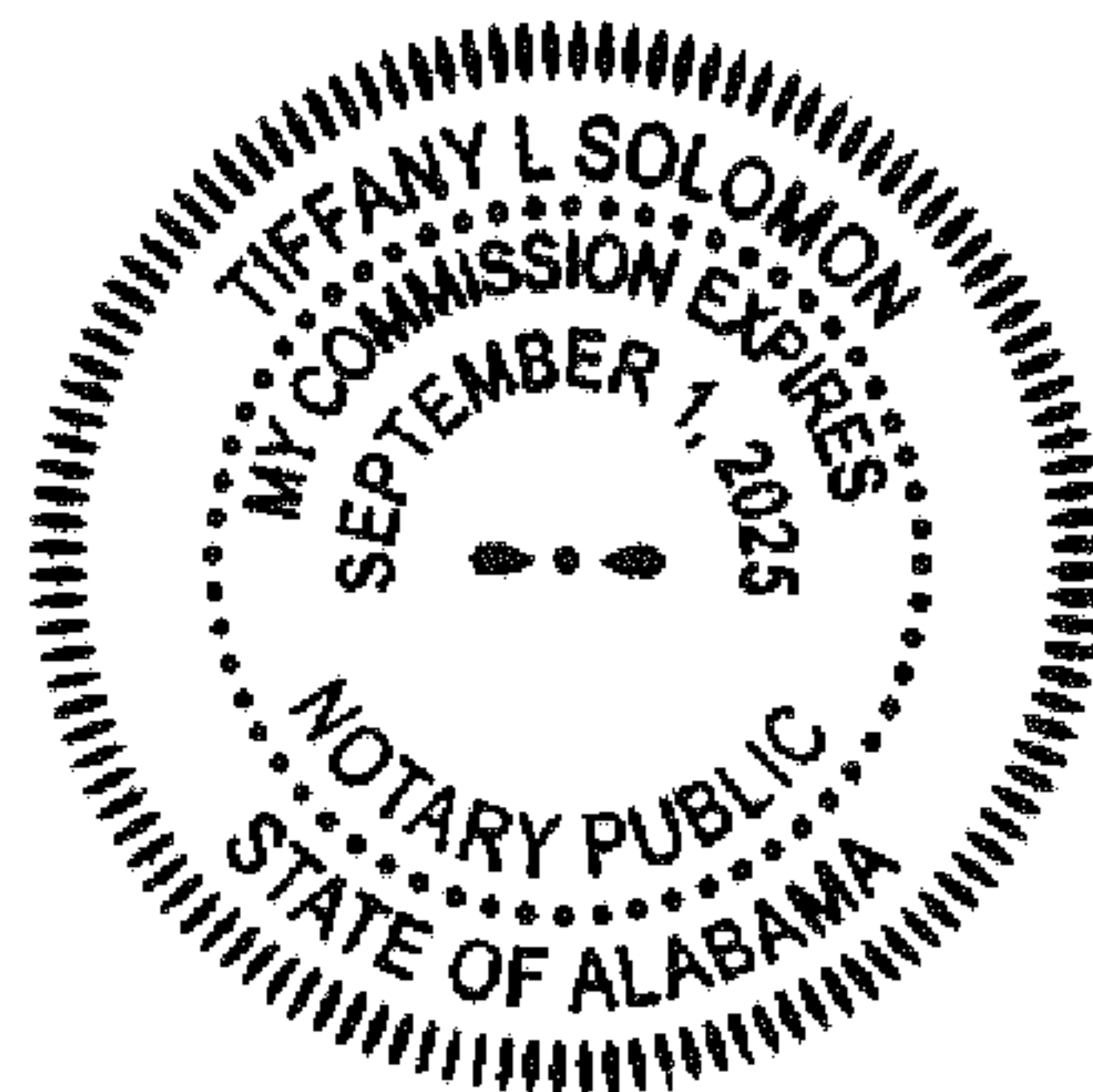
Given under my hand this the 1st day of June, 2022.

My commission expires: September 1, 2025

Tiffany L. Solomon
Notary Public

Notary Public residing at 2121 Highland Avenue
South, Birmingham, AL 352005.

(Official Seal)



Legal Description

Parcel I:

A portion of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 35, Township 19 South, Range 1 West; being more particularly described as follows: Commence at the Northwest corner of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 35, Township 19 South, Range 1 West; thence South 00 deg. 36 min. 43 sec. West a distance of 571.72 feet to the Point of Beginning; thence South 00 deg. 38 min. 09 sec. West a distance of 85.07 feet; thence South 69 deg. 45 min. 33 sec. East a distance of 434.92 feet; thence South 29 deg. 08 min. 54 sec. East a distance of 99.50 feet; thence North 48 deg. 43 min. 47 sec. East a distance of 69.63 feet; thence North 80 deg. 41 min. 20 sec. East a distance of 123.51 feet; thence North 29 deg. 56 min. 08 sec. West a distance of 145.05 feet; thence North 69 deg. 56 min. 08 sec. West a distance of 380.89 feet; thence North 83 deg. 57 min. 33 sec. West a distance of 199.63 feet to the point of beginning; being situated in Shelby County, Alabama.

A non-exclusive easement for ingress and egress, lying 17.5 feet on each side and parallel to the center line of which

is more particularly described as follows:

Commence at the Northwest corner of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 35, Township 19 South, Range 1 West; thence South 00 deg. 36 min. 43 sec. West a distance of 571.72 feet; thence South 89 deg. 57 min. 33 sec. East a distance of 199.63 feet; thence South 69 deg. 56 min. 08 sec. East a distance of 380.89 feet; thence South 29 deg. 56 min. 08 sec. East a distance of 360.07 feet to a point; said point being a beginning of non tangent curve to the left, having a radius of 400.00 feet and a central angle of 05 deg. 32 min. 01 sec. and subtended by a chord which bears South 35 deg. 04 min. 16 sec. West and a chord distance of 38.62 feet; thence along the arc of said curve a distance of 38.63 feet to the point of beginning; thence North 29 deg. 56 min. 08 sec. West a distance of 11.26 feet to a point; said point being the beginning of a non tangent curve to the left having a radius of 410.00 feet, a central angle of 22 deg. 45 min. 05 sec. and subtended by a chord which bears South 21 deg. 39 min. 43 sec. West. and a chord distance of 161.74 feet; thence along the arc of said curve a distance of 162.81 feet; thence South 10 deg. 57 min. 39 sec. West a distance of 116.99 feet to a point, said point being the beginning of a non tangent curve to the left, having a radius of 110.00 feet, a central angle of 29 deg. 32 min. 16 sec. and subtended by a chord which bears South 03 deg. 48 min. 29 sec. East and a chord distance of 56.08 feet; thence along the arc of said curve a distance of 56.71 feet; thence South 18 deg. 34 min. 37 sec. East a distance of 75.49 feet to a point said point being the beginning of a non tangent curve to the right having a radius of 240.00 feet, a central angle of 28 deg. 35 min. 37 sec. and subtended by a chord which bears South 06 deg. 42 min. 48 sec East and a chord distance of 118.53 feet; thence along the arc of said curve, a distance of 119.77 feet to a point. said point lying on the Northerly right of way line of Whisenhunt Road, thence South 89 deg. 33 min. 36 sec. East and along said right of way a distance of 10.08 feet to a point said point being the beginning of a non tangent curve to the left having a radius of 250.00 feet a central angle of 28 deg. 15 min. 27 sec. and subtended by a chord which bears North 06 deg. 49 min. 56 sec. West and a chord distance of 122.05 feet; thence along the arc of said curve and leaving said right of way a distance of 123.30 feet; thence North 18 deg. 34 min. 37 sec. West a distance of 75.28 feet to a point, said point being the beginning of a non tangent curve to the right having a radius of 100.00 feet a central angle of 29 deg. 32 min. 16 sec. and subtended by a chord which bears North 03 deg. 48 min. 29 sec. West and a chord distance of 50.98 feet; thence along the arc of said curve a distance of 51.55 feet; thence North 10 deg. 57 min. 39 sec. East a distance of 117.05 feet to a point said point being the beginning of a non tangent curve to the right having a radius of 400.00 feet a central angle of 22 deg. 01 min. 36 sec. and subtended by a chord which bears North 21 deg. 17 min. 28 sec. East and a chord distance of 152.83 feet; thence along the arc of said curve a distance of 153.77 feet to the point of beginning; being situated in Shelby County, Alabama, being one in the same as that certain easement identified in Map Book 38, Page 97.

Non-exclusive access easement described as follows:

Commence at the Northwest corner of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 35, Township 19 South, Range 1 West, thence South 00 deg. 36 min. 43 sec. West a distance of 571.72 feet; thence South 00 deg. 38 min. 09 sec. West a distance of 85.07 feet; thence South 69 deg. 45 min. 33 sec. East, a distance of 434.92 feet; thence South 29 deg. 08 min. 54 sec. East a distance of 99.50 feet; thence South 48 deg. 43 min. 47 sec. West a distance of 68.98 feet; thence South 41 deg. 16 min. 13 sec. East a distance of 17.5 feet to the Point of Beginning is said Easement; thence North 48 deg. 43 min. 47 sec. East, a distance of 133.60 feet-thence North 80 deg. 41 min. 20 sec. East, a distance of 106.38 feet thence South 29 deg. 56 min. 08 sec. East a distance of 210.55 feet; to the point of ending; being situated in Shelby County, Alabama, being one in the same as that certain easement identified in Map Book 38, Page 97.

Parcel II:

Parcel B according to the Survey of Parcel A and B of James S. Clemmer Jr. and Patricia Scotch Clemmer and Wayne Scotch, Jr. Property, as recorded in Map Book 38 Page 97, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama, along with all the relevant easements for Ingress, egress, and utilities set out on said plat; being situated in Shelby County, Alabama.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
06/06/2022 03:22:52 PM
\$41.50 JOANN
20220606000226870

Allen S. Bayl