

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

## MODIFICATION OF MORTGAGE



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**THIS MODIFICATION OF MORTGAGE** dated January 26, 2023, is made and executed between Jeffery W Fulton and Lindsey Fulton, a married couple, whose address is 217 Meadowood Lane, Montevallo, AL 35115 (referred to below as "Grantor") and First Bank of Alabama, whose address is 126 North Norton Avenue, Sylacauga, AL 35150 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated January 12, 2023 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Mortgage recorded 1/13/2023 in Book 20230113000011340 in the Shelby County Office of Probate.

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

See the exhibit or other description document 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 620 15th St, Calera, AL 35040.

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

Changing owners to Jeffery W Fulton and Lindsey Fulton .

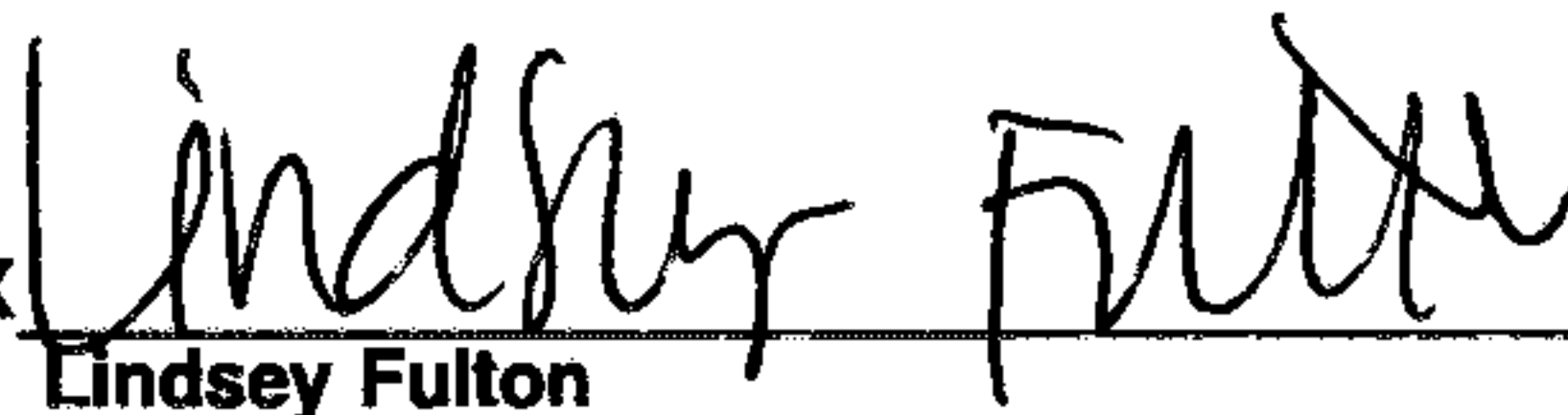
**CONTINUING VALIDITY.** Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's 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.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JANUARY 26, 2023.**

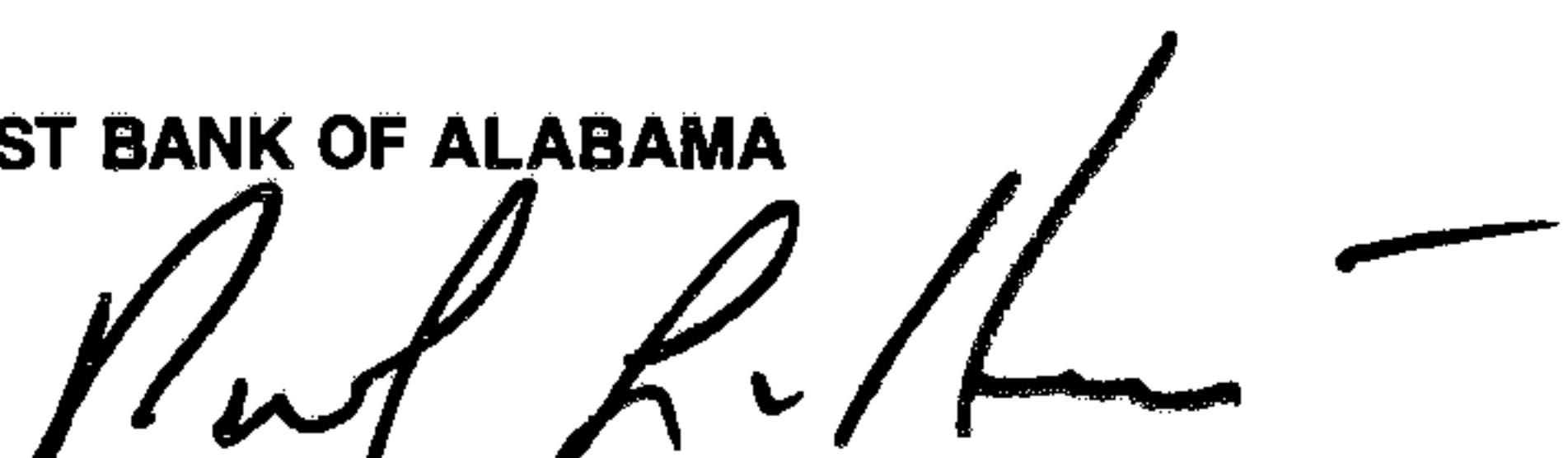
**THIS MODIFICATION IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MODIFICATION IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.**

**GRANTOR:**

X  (Seal)  
Jeffery W Fulton

X  (Seal)  
Lindsey Fulton

**LENDER:**

**FIRST BANK OF ALABAMA**  
X  (Seal)  
Rodger L Harris, Commercial Loan Officer/  
Vice-President

This Modification of Mortgage prepared by:

Name: Keely Carter, Loan Processor  
Address: 126 North Norton Avenue  
City, State, ZIP: Sylacauga, AL 35150

# **MODIFICATION OF MORTGAGE (Continued)**

Loan No: 20079708

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## **INDIVIDUAL ACKNOWLEDGMENT**

STATE OF Alabama

)

COUNTY OF Talladega

) SS

)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **Jeffery W Fulton and Lindsey Fulton**, 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 16th day of January, 2023.

My Comm. Exp. 10/15/25

Notary Public

My commission expires \_\_\_\_\_

## **LENDER ACKNOWLEDGMENT**

STATE OF Alabama

)

COUNTY OF Talladega

) SS

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I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **Rodger L Harris** whose name as **Commercial Loan Officer/ Vice-President of First Bank of Alabama** 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 **Commercial Loan Officer/ Vice-President of First Bank of Alabama**, executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 26th day of January, 2023.

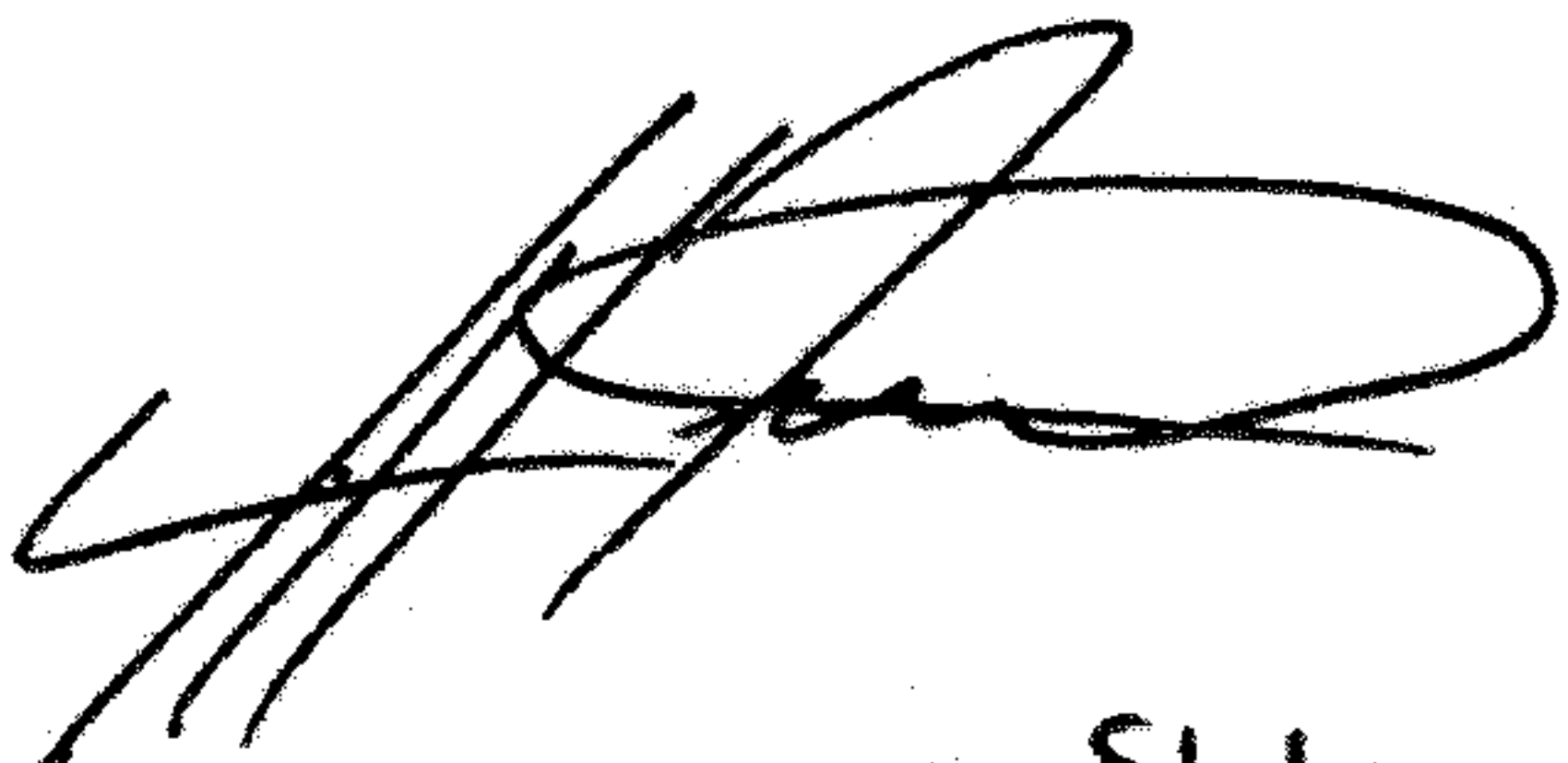
My Comm. Exp. 10/15/25

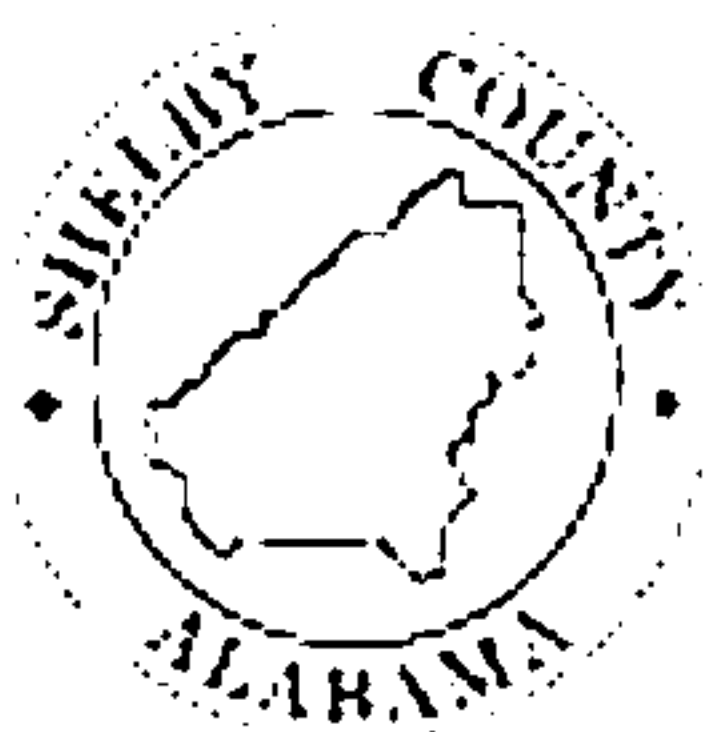
Notary Public

My commission expires \_\_\_\_\_

**"Exhibit A"**

**THE NORTH HALF OF LOT 4 AND ALL OF LOTS 5, 6 AND 7, IN BLOCK 60, ACCORDING TO J. H. DUNSTAN'S MAP  
AND SURVEY OF THE TOWN OF CALERA, BEING SITUATED IN SHELBY COUNTY, ALABAMA vesting deed**

  
Lindsay Fitts



**Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
01/31/2023 09:53:32 AM  
\$28.00 BRITTANI  
20230131000025170**

*Allen S. Bayl*