

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:

William R Justice
Beverly A Justice
PO Box 1144
Columbiana, AL 35051-0000

BRYANT BANK

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE



#####%0740%05222023%#####

Notice: The original principal amount available under the Note (as defined below), which was \$20,000.00 (on which any required taxes already have been paid), now is increased by an additional \$30,000.00.

THIS MODIFICATION OF MORTGAGE dated May 22, 2023, is made and executed between William R Justice and Beverly A Justice, 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 August 10, 2010 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded on 09/01/2010 by Instrument no. 20100901000282060 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 151 Highway 30, Columblana, AL 35051.

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

The purpose of this modification is to increase the mortgage amount to \$50,000.00.

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.

MODIFICATION OF MORTGAGE (Continued)

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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 MAY 22, 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 *William R Justice* (Seal)
William R Justice

x *Beverly A Justice* (Seal)
Beverly A Justice

LENDER:

BRYANT BANK

x *Inella Torrance* (Seal)
Inella Torrance, Loan Officer

This Modification of Mortgage prepared by:

Name: LaKendra Jones
Address: 21290 Hwy 25
City, State, ZIP: Columbiana, AL 35051

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama

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) SS

COUNTY OF Shelby

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I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that William R Justice and Beverly A Justice, 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

day of

May2023

Inella Torrance
Notary Public

My commission expires

MODIFICATION OF MORTGAGE (Continued)

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LENDER ACKNOWLEDGMENT

STATE OF Alabama

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COUNTY OF Shelby

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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 22nd day of May, 2023.

My commission expires May 19, 2024

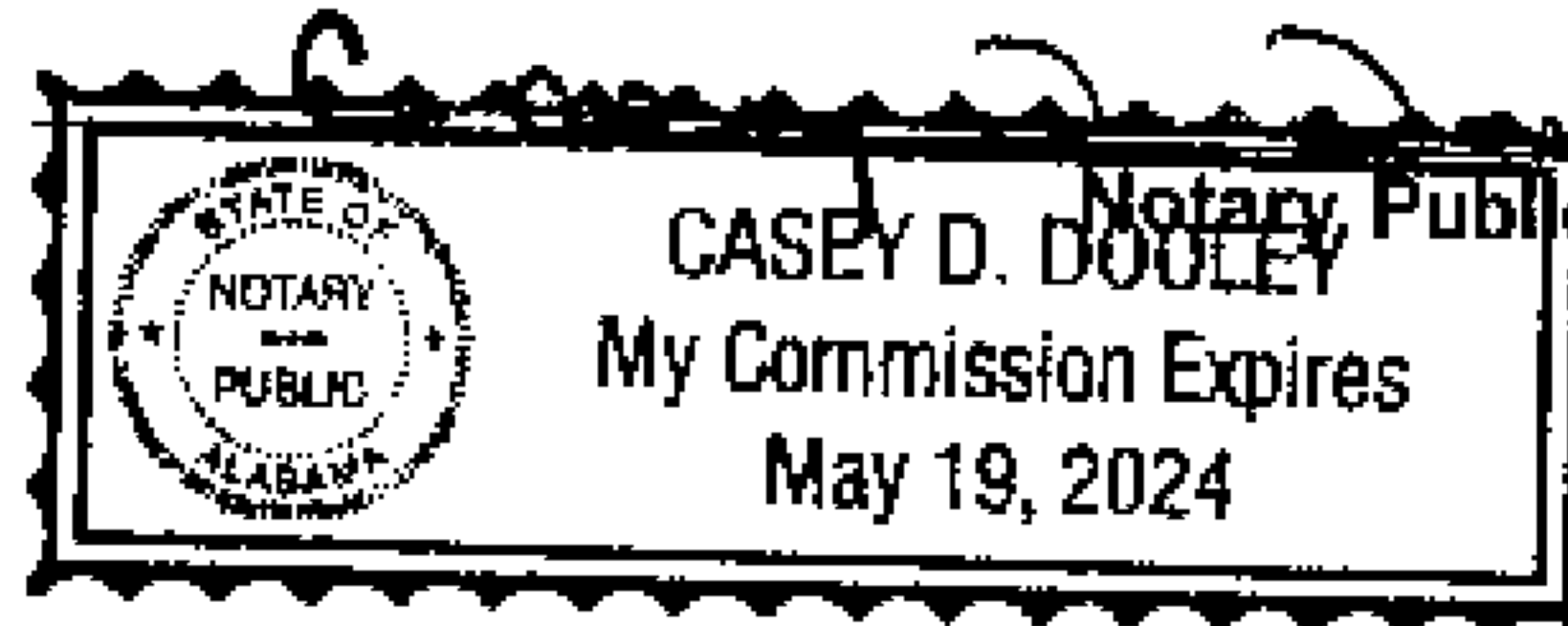
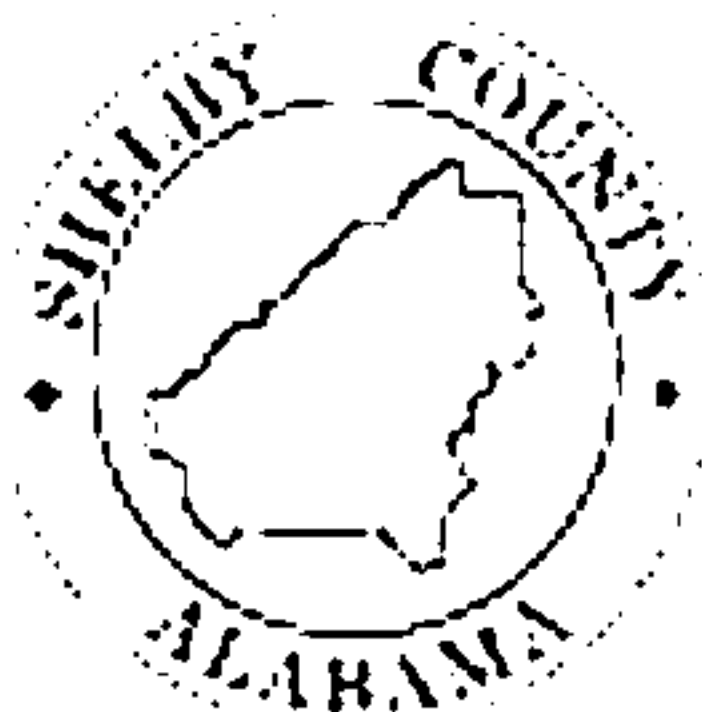


EXHIBIT A

Commence at the Southeast corner of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$, Section 24, Township 21 South, Range 1 West; thence run northerly along the east boundary of said $\frac{1}{4}$ - $\frac{1}{4}$ for 40.39 feet to a point on the North right of way line of County Highway 30; thence turn an angle of 97 degrees 48 minutes 05 seconds to the left and run along said right of way along a curve to the right, having a radius of 1869.84 feet and central angle of 9 degrees 52 minutes 38 seconds for an arc distance of 322.34 feet to the point of beginning of the parcel of land herein described; thence continue along said right of way along a curve to the right having a radius of 1869.84 feet and central angle of 4 degrees 54 minutes 10 seconds for an arc distance of 160.00 feet to the point of ending of said curve; thence turn an angle of 0 degrees 06 minutes 40 seconds to the right and continue along said right of way along a tangent for 134.70 feet to a point; thence turn an angle of 90 degrees 18 minutes 19 seconds to the right and run 300.00 feet to a point; thence turn an angle of 90 degrees to the right and run 294.45 feet to a point; thence turn an angle of 90 degrees to the right and run 291.28 feet to the point of beginning. Said parcel is lying in the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 24, Township 21 South, Range 1 West, Shelby County, Alabama.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
05/30/2023 03:17:13 PM
\$76.00 BRITTANI
20230530000161680

Allen S. Bayl