



20230626000188620 1/3 \$200.50
Shelby Cnty Judge of Probate, AL
06/26/2023 11:33:43 AM FILED/CERT

RECORDATION REQUESTED BY:

Trustmark National Bank
Homewood Branch
1808 29th Avenue South
Homewood, AL 35209

WHEN RECORDED MAIL TO:

Trustmark National Bank
Attn: Loan Operations
P. O. Box 1182
Jackson, MS 39215-1182

SEND TAX NOTICES TO:

Chris Tomberlin AKA Christopher M. Tomberlin
Lisa Tomberlin AKA Lisa R. Tomberlin
1012 Oak Tree Rd.
Hoover, AL 35244

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE



L-9040-A000018970770-F9595110223-51268-P01

Notice: The original principal amount available under the Note (as defined below), which was \$35,000.00 (on which any required taxes already have been paid), now is increased by an additional \$115,000.00.

THIS MODIFICATION OF MORTGAGE dated May 31, 2023, is made and executed between Chris Tomberlin AKA Christopher M. Tomberlin and Lisa Tomberlin AKA Lisa R. Tomberlin; Husband and Wife (referred to below as "Grantor") and Trustmark National Bank, whose address is 1808 29th Avenue South, Homewood, AL 35209 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated November 22, 2013 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded December 9, 2013, in the records of the Office of the Judge of Probate of Shelby County, Alabama in Instrument 20131209000474310.

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

MAXIMUM LIEN. THE LIEN OF THIS MORTGAGE SHALL NOT EXCEED AT ANY ONE TIME \$150,000.00 PLUS INTEREST, FEES, EXPENSES, CHARGES, AND COSTS INCURRED BY LENDER TO ENFORCE MORTGAGE AND RELATED LOAN DOCUMENTS AND PROTECT LENDER'S SECURITY INTEREST IN THE COLLATERAL.

Lot 3103, according to the Survey of Riverchase Country Club 31st Addition, as recorded in Map Book 18, Page 122, in the Probate Office of Shelby County, Alabama.

The Real Property or its address is commonly known as 1012 Oak Tree Rd., Hoover, AL 35244.

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

The credit limit of the Credit Agreement and the amount above described Mortgage will be increased to \$150,000.00.

Alabama Mortgage Recordation Tax in the amount of \$52.50 has been paid on the Original Note and Mortgage amount of \$35,000.00.

Alabama Mortgage Recordation Tax in the amount of \$172.50 is being paid on the increased amount of \$115,000.00..

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 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



L-9040-A000018970770-F9595110223-51268-P02

MODIFICATION OF MORTGAGE
(Continued)

Loan No: 9595110223-51268

Page 2


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 MAY 31, 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.

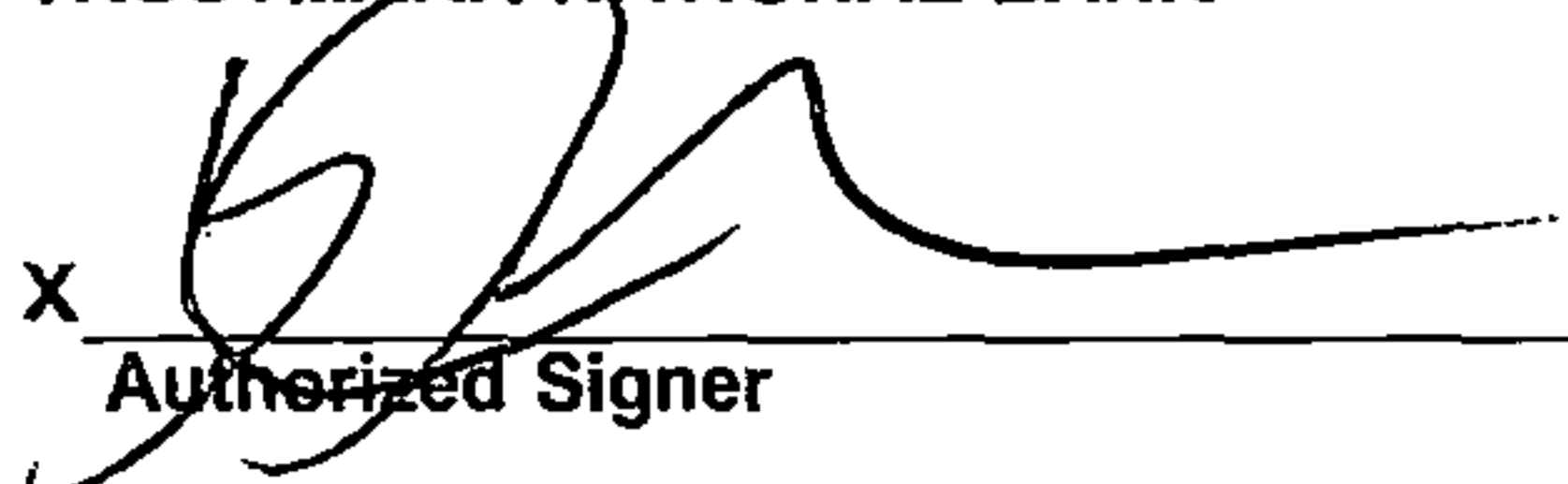
GRANTOR:

X  (Seal)
Chris Tomberlin AKA Christopher M. Tomberlin

X  (Seal)
Lisa Tomberlin AKA Lisa R. Tomberlin

LENDER:

TRUSTMARK NATIONAL BANK

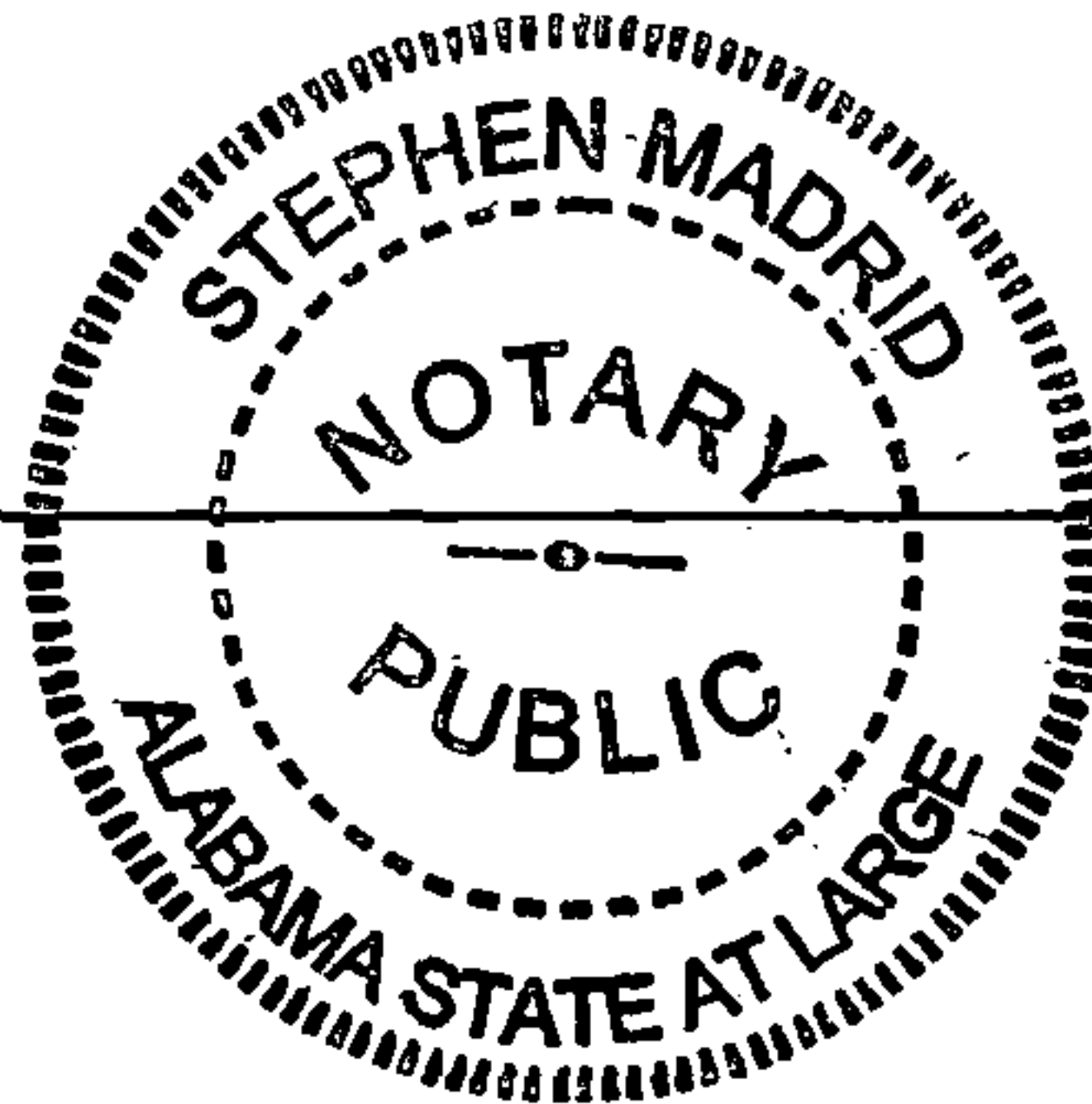
X  (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: Stephen Madrid, Retail Market Manager
Address: 1808 29th Avenue South
City, State, ZIP: Homewood, AL 35209

INDIVIDUAL ACKNOWLEDGMENT

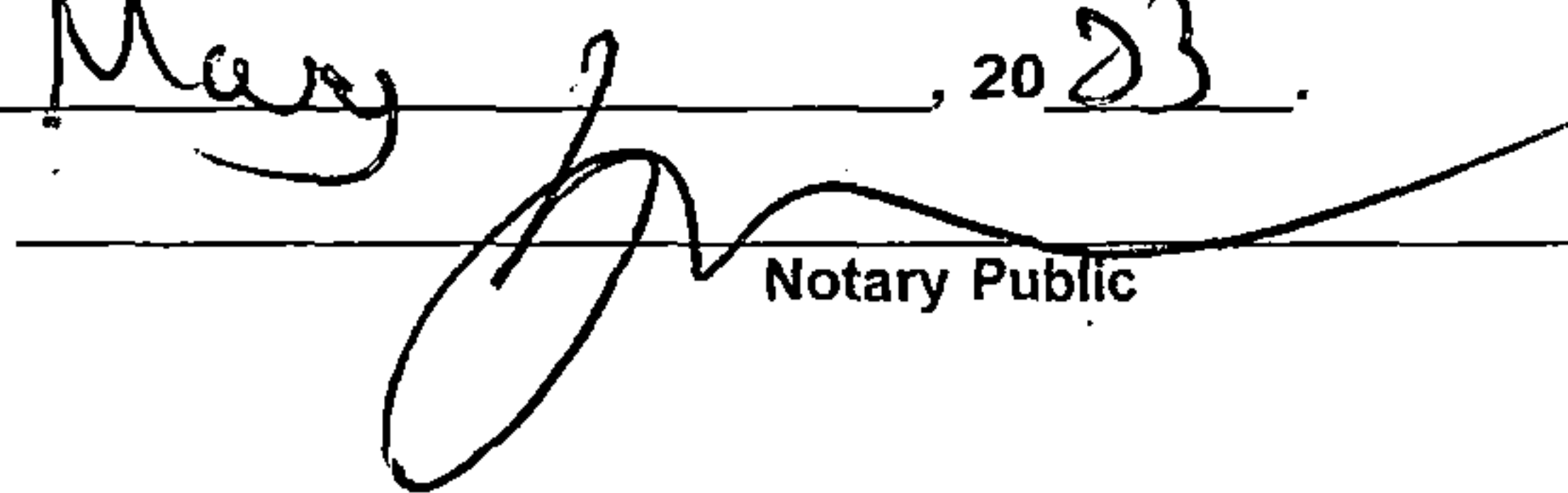
STATE OF Alabama)
COUNTY OF Jefferson) SS
)

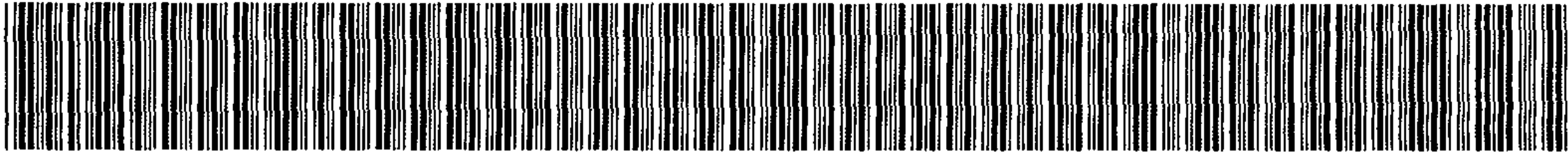


I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Chris Tomberlin AKA Christopher M. Tomberlin and Lisa Tomberlin AKA Lisa R. Tomberlin, Husband and Wife, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before 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 31st day of May, 2023.

My commission expires 8/29/2026


Notary Public



L-9040-A000018970770-F9595110223-51268-P03

Loan No: 9595110223-51268

MODIFICATION OF MORTGAGE
(Continued)

Page 3

LENDER ACKNOWLEDGMENT

STATE OF Alabama

COUNTY OF Jefferson

)
) SS
)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Stephen Madrid whose name as OFFICER of **Trustmark National 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 OFFICER of **Trustmark National Bank**, executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 31st day of May, 2023.
[Signature]
Notary Public

My commission expires July 7th, 2025

