



20230626000188630 1/3 \$58.00
Shelby Cnty Judge of Probate, AL
06/26/2023 11:33:44 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:

Edmund A. Terrell, Jr.
Rachel Hey Terrell
4255 Ashington Drive
Birmingham, AL 35242

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE



L-9040-A000018975590-F9595255606-51268-P01

Notice: The original principal amount available under the Note (as defined below), which was \$80,000.00 (on which any required taxes already have been paid), now is increased by an additional \$20,000.00.

THIS MODIFICATION OF MORTGAGE dated June 12, 2023, is made and executed between Edmund A. Terrell, Jr. and Rachel Hey Terrell; 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 December 10, 2020 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded January 19, 2021 in the records of the Office of the Judge of Probate of Shelby County, Alabama in Instrument 20210119000029650 and subsequently modified by Modification of Deed of Trust dated September 21, 2021, recorded November 2, 2021 in said records in Instrument number 20211102000529280.

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 \$100,000.00, plus interest, fees, expenses, charges, and costs incurred by Lender to enforce this Mortgage and related loan documents and protect Lender's security interest in the collateral.

Lot 276, according to the Survey of Brook Highland, an Eddleman Community, 6th Sector, 2nd Phase, as recorded in Map Book 15. page 50 A & B, in the Probate Office of Shelby County, Alabama.

The Real Property or its address is commonly known as 4255 Ashington Drive, Birmingham, AL 35242.

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 \$100,000.00.

Alabama Mortgage Recordation Tax in the amount of \$30.00 is being paid on the increase amount of \$20,000.00.

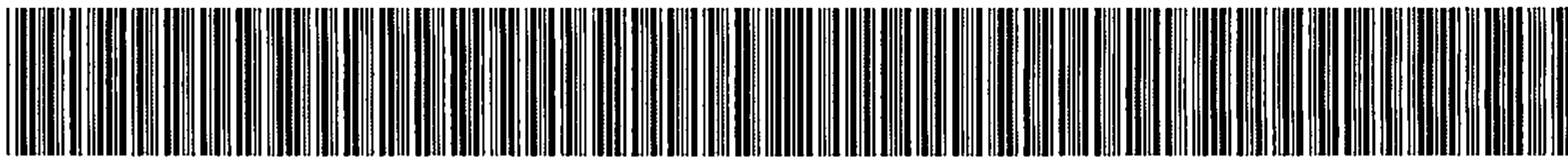
Alabama Mortgage Recordation Tax in the amount of \$60.00 has been paid on the increase amount of \$40,000.00.

Alabama Mortgage Recordation Tax in the amount of \$97.00 has been paid on the original amount of \$40,000.00.

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



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**MODIFICATION OF MORTGAGE
(Continued)**

Loan No: 9595255606-51268

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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 Stephen Madziel
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 12th day of June, 20 23.
Terica D Moore
Notary Public

My commission expires July 7th, 2025

