

**RECORDATION REQUESTED BY:**

River Bank & Trust  
Birmingham Office  
1425 Montgomery Hwy  
Suite 151  
Vestavia Hills, AL 35216

**WHEN RECORDED MAIL TO:**

River Bank & Trust  
Birmingham Office  
1425 Montgomery Hwy  
Suite 151  
Vestavia Hills, AL 35216

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

**MODIFICATION OF MORTGAGE**



\*#####048540108112023\*

**Notice:** The original principal amount available under the Note (as defined below), which was \$176,000.00 (on which any required taxes already have been paid), now is increased by an additional \$30,000.00.

**THIS MODIFICATION OF MORTGAGE** dated August 11, 2023, is made and executed between VICTORIA DAWN BALDY, an unmarried woman, and WILLIAM GRAY BALDY, an unmarried man, whose addresses are both 459 GRIFFIN PARK LANE, BIRMINGHAM, AL 35242 (referred to below as "Grantor") and River Bank & Trust, whose address is 1425 Montgomery Hwy , Suite 151, Vestavia Hills, AL 35216 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated April 19, 2023 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

**RECORDED ON 04/20/2023 IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA IN INSTRUMENT # 20230420000113790.**

**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 3.46 +/- ACRES OF LAND LOCATED AT 202 STAMPS LANE LOT 202, CHELSEA, AL 35043.

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

The loan amount has been increased from \$176,000.00 to \$206,000.00 and the maturity date will remain the same.

**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.



\*#####048540208112023\*

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 AUGUST 11, 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 Victoria Dawn Baldy (Seal)  
VICTORIA DAWN BALDY

X William Gray Baldy (Seal)  
WILLIAM GRAY BALDY

LENDER:

RIVER BANK & TRUST

X Jack Hutcheson (Seal)  
Jack Hutcheson, Assistant Vice President

This Modification of Mortgage prepared by:

Name: MICHELLE MORAN, LOAN DOCUMENT SPECIALIST  
Address: 1425 Montgomery Hwy  
City, State, ZIP: Vestavia Hills, AL 35216

INDIVIDUAL 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 VICTORIA DAWN BALDY and WILLIAM GRAY BALDY, 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 11<sup>th</sup> day of August, 2023  
Jessica L. Brown  
Notary Public

My commission expires 4-9-2025





\*#####048540308112023\*

MODIFICATION OF MORTGAGE  
(Continued)

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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 **Jack Hutcheson** whose name as **Assistant Vice President of River Bank & Trust** 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 **Assistant Vice President of River Bank & Trust**, executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 11<sup>th</sup> day of August, 2023.  
Jessica L. Brown  
Notary Public

My commission expires 4-9-2025



**Exhibit "A"**

Lot 2A, according to the survey of Stamps Family Subdivision II, as recorded in Map Book 41, Page 103, in the Office of the Judge of Probate of Shelby County, Alabama.



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
08/15/2023 09:31:08 AM  
\$76.00 JOANN  
20230815000245800

*Allie S. Boyd*