

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:

Bryant Bank
Columbiana
21290 Hwy 25
Columbiana, AL 35051

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



MODIFICATION OF MORTGAGE



#####%0740%08292023%#####

Notice: This Modification of Mortgage does not secure new indebtedness or an increased amount of debt under the Note (as defined below).

THIS MODIFICATION OF MORTGAGE dated August 29, 2023, is made and executed between Timothy Edward Shoemaker and Alicia R Shoemaker, 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 January 11, 2008 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded 01/30/2008 in Instrument #20080130000039190 with the Shelby County Judge of Probate, AL and a modification dated 04/1/2010 filed of record on 04/27/2010 in Instrument #20100427000127830 with the Shelby County Judge of Probate, AL.

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

LOT 2-A, ACCORDING TO THE RESURVEY OF LOT 2 OF MURPHREE ESTATES, AS RECORDED IN MAP BOOK 38, PAGE 55, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

Timothy Edward Shoemaker and Tim Shoemaker are one in the same person.

The Real Property or its address is commonly known as 5969 Highway 61, Wilsonville, AL 35186.

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

The purpose of this modification is to add Alicia R. Shoemaker as spouse.

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.

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 29, 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.

This Notice is required by Alabama law. In this Notice the term "you" means the Grantor named above.

CAUTION - - IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.

GRANTOR:

x  (Seal)
Timothy Edward Shoemaker

x  (Seal)
Alicia R Shoemaker

LENDER:

BRYANT BANK

x  (Seal)
Inella Torrance, Loan Officer

This Modification of Mortgage prepared by:

Name: Teresa P. Veeneman
Address: 21290 Hwy 25
City, State, ZIP: Columbiana, AL 35051

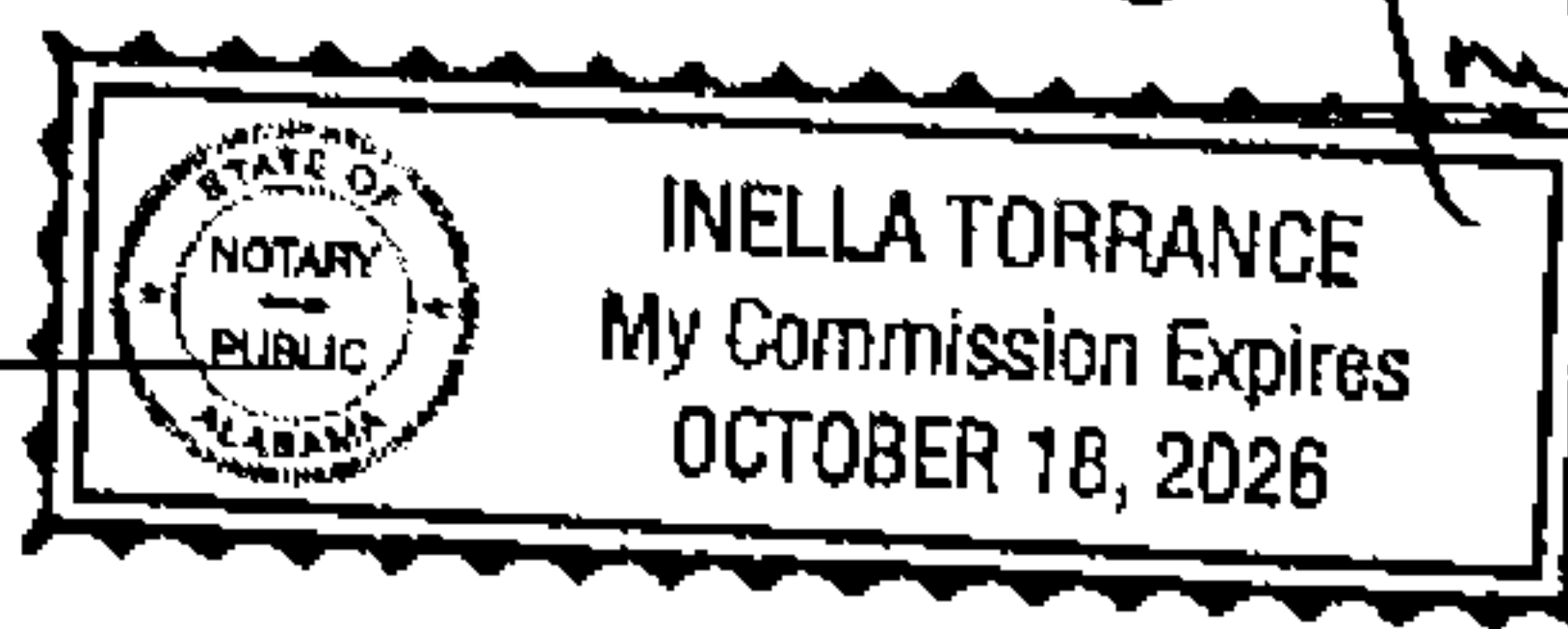
INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Shelby)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Timothy Edward Shoemaker and Alicia R Shoemaker, 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 29 day of August, 2023.

My commission expires 10.18.2026



Notary Public

MODIFICATION OF MORTGAGE
(Continued)

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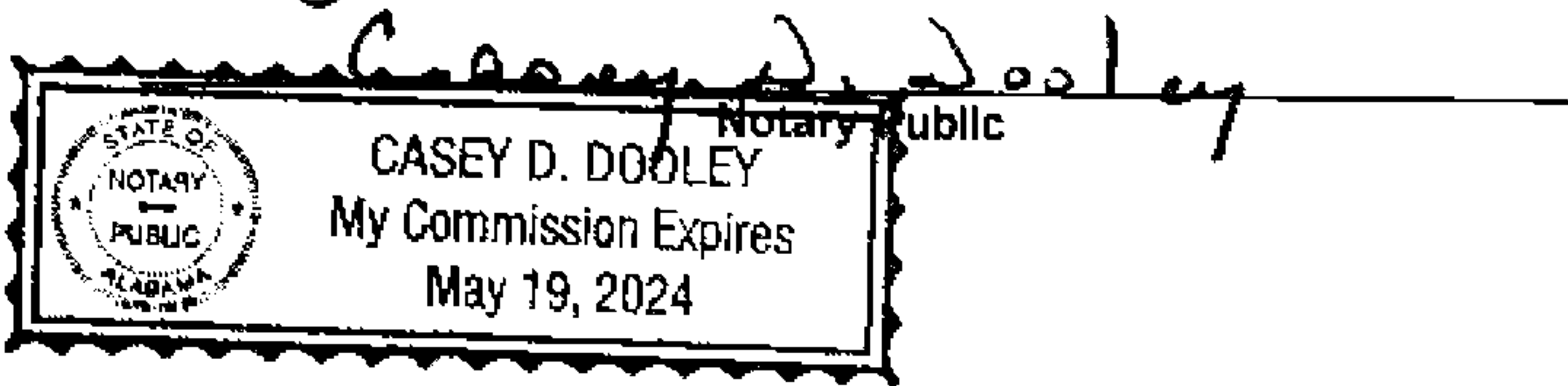
LENDER ACKNOWLEDGMENT

STATE OF Alabama)
) ss
COUNTY OF Shelby)

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 29th day of August, 2023.

My commission expires May 19, 2024



Originator Names and Nationwide Mortgage Licensing System and Registry IDs:

Organization: Bryant Bank NMLSR ID: 582857

Individual: Inella Torrance NMLSR ID: 1213254

Exhibit "A"

(Legal Description)

5969 Highway 61, Wilsonville, AL 35186

LOT 2-A, ACCORDING TO THE RESURVEY OF LOT 2 OF MURPHREE ESTATES, AS
RECORDED IN MAP BOOK 38, PAGE 55, IN THE PROBATE OFFICE OF SHELBY COUNTY,
ALABAMA.

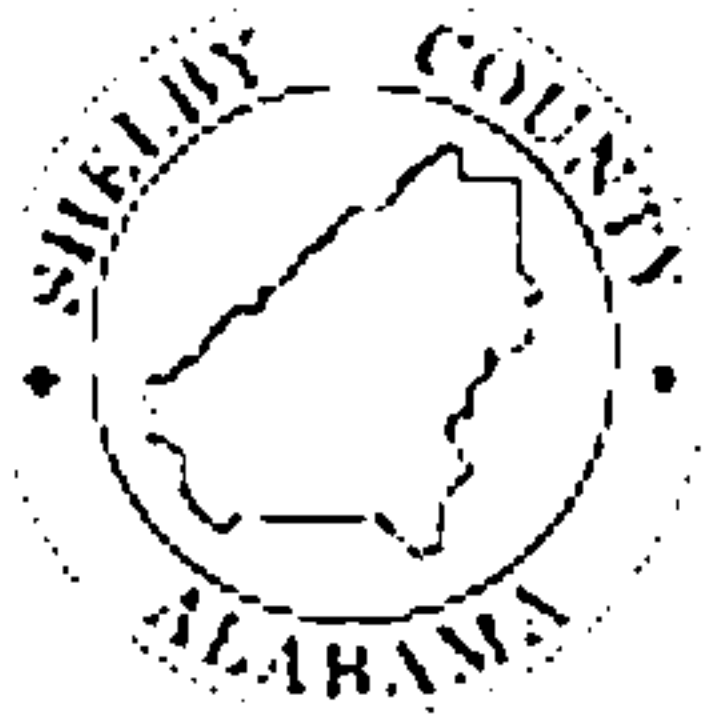
Exhibit "B"

All rents, leases, profits and royalties from or relating to the property described in **Exhibit A**. All buildings, structures, and improvements of every nature whatsoever now or hereafter situated on the property described in **Exhibit A**, and all fixtures, fittings, building materials, machinery, equipment, furniture and furnishings and personal property of every nature whatsoever now or hereafter owned by the Debtor and used or intended to be used in connection with or with the operation of said property, buildings, structures or other improvements, including all extensions, additions, improvements, betterments, renewals, substitutions and replacements to any of the foregoing, whether such fixtures, fittings, building materials, machinery, equipment, furniture, furnishings and personal property are actually located on or adjacent to the property described in **Exhibit A** or not, and whether in storage or otherwise, wheresoever the same may be located together with all products and proceeds (including without limitation - tort, contractual, insurance claims and proceeds) of the same.

Filed as additional security for mortgage recorded simultaneously herewith.

Cross-index in Mortgage Real Estate Records.

Record Owner of Real Estate: Debtor



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
09/06/2023 08:06:10 AM
\$36.00 PAYGE
20230906000268890

Allie S. Bayl