

\* Previous  
consideration  
\$109,000

Space Above This Line For Recording Data

This instrument was prepared by Leslie McGhee for Millennial Bank, 20 Meadowview Dr., Birmingham, AL 35242

## MODIFICATION OF MORTGAGE

**DATE AND PARTIES.** The date of this Real Estate Modification (Modification) is October 26, 2023. The parties and their addresses are:

**MORTGAGOR:**

**BURT W NEWSOME**

As Trustee

Of the **BURT W NEWSOME REVOCABLE TRUST**

Dated February 5, 2007, An Alabama Revocable Trust

7450 Dunnavant Valley Rd

Leeds, AL 35094

**LENDER:**

**MILLENNIAL BANK**

Organized and existing under the laws of Alabama

20 Meadowview Drive

Birmingham, AL 35242

**1. BACKGROUND.** Mortgagor and Lender entered into a security instrument dated December 10, 2019, and recorded on December 13, 2019 (Security Instrument). The Security Instrument was recorded in the records of Shelby County, Alabama at #20191213000462240.

**2. MODIFICATION.** For value received, Mortgagor and Lender agree to modify the Security Instrument as provided for in this Modification.

The Security Instrument is modified as follows:

**A. Maximum Obligation Limit.** The maximum obligation provision of the Security Instrument is modified to read: \$158,000.00

**B. Secured Debt.** The secured debt provision of the Security Instrument is modified to read:

(1) Secured Debts. The term "Secured Debts" includes, and this Security Instrument will secure each of the following:

(a) Specific Debts. The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note or other agreement, No. 5517900, dated December 10, 2019, from Mortgagor to Lender, with a modified loan amount of \$158,000.00.

(b) All Debts. All present and future debts from Mortgagor to Lender, even if this Security Instrument is not specifically referenced, or if the future debt is unrelated to or of a different type than this debt. If more than one person signs this Security Instrument, each agrees that it will secure debts incurred either individually or with others who may not sign this Security Instrument. Nothing in this Security

Instrument constitutes a commitment to make additional or future loans or advances. Any such commitment must be in writing. This Security Instrument will not secure any debt for which a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. This Security Instrument will not secure any debt for which a security interest is created in "margin stock" and Lender does not obtain a "statement of purpose," as defined and required by federal law governing securities. This Modification will not secure any other debt if Lender, with respect to that other debt, fails to fulfill any necessary requirements or fails to conform to any limitations of the Truth in Lending Act (Regulation Z) or the Real Estate Settlement Procedures Act (Regulation X) that are required for loans secured by the Property.

(c) Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

**3. WARRANTY OF TITLE.** Mortgagor warrants that Mortgagor continues to be lawfully seized of the estate conveyed by the Security Instrument and has the right to grant, bargain, convey, sell and mortgage with the power of sale the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.

**4. CONTINUATION OF TERMS.** Except as specifically amended in this Modification, all of the terms of the Security Instrument shall remain in full force and effect.

**SIGNATURES.** By signing under seal, Mortgagor agrees to the terms and covenants contained in this Modification. Mortgagor also acknowledges receipt of a copy of this Modification.

**MORTGAGOR:**

*Burt W. Newsome* Trustee

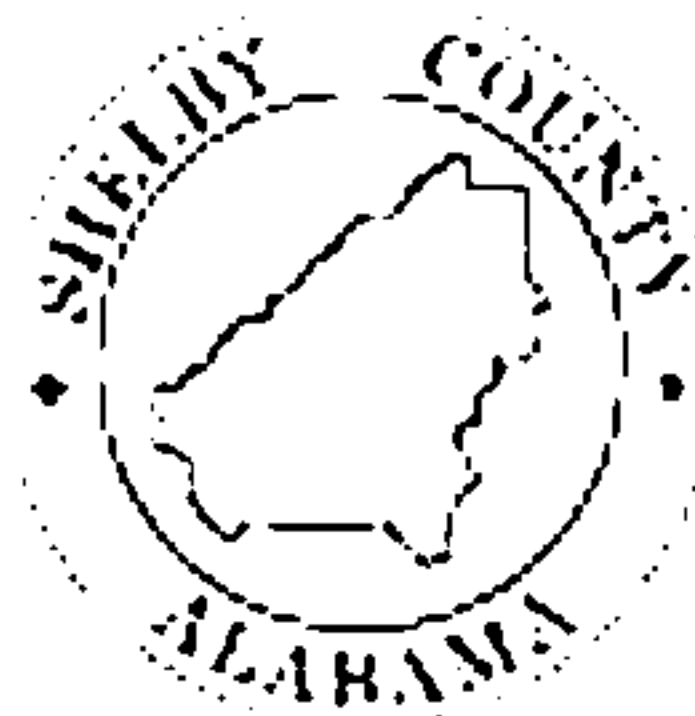
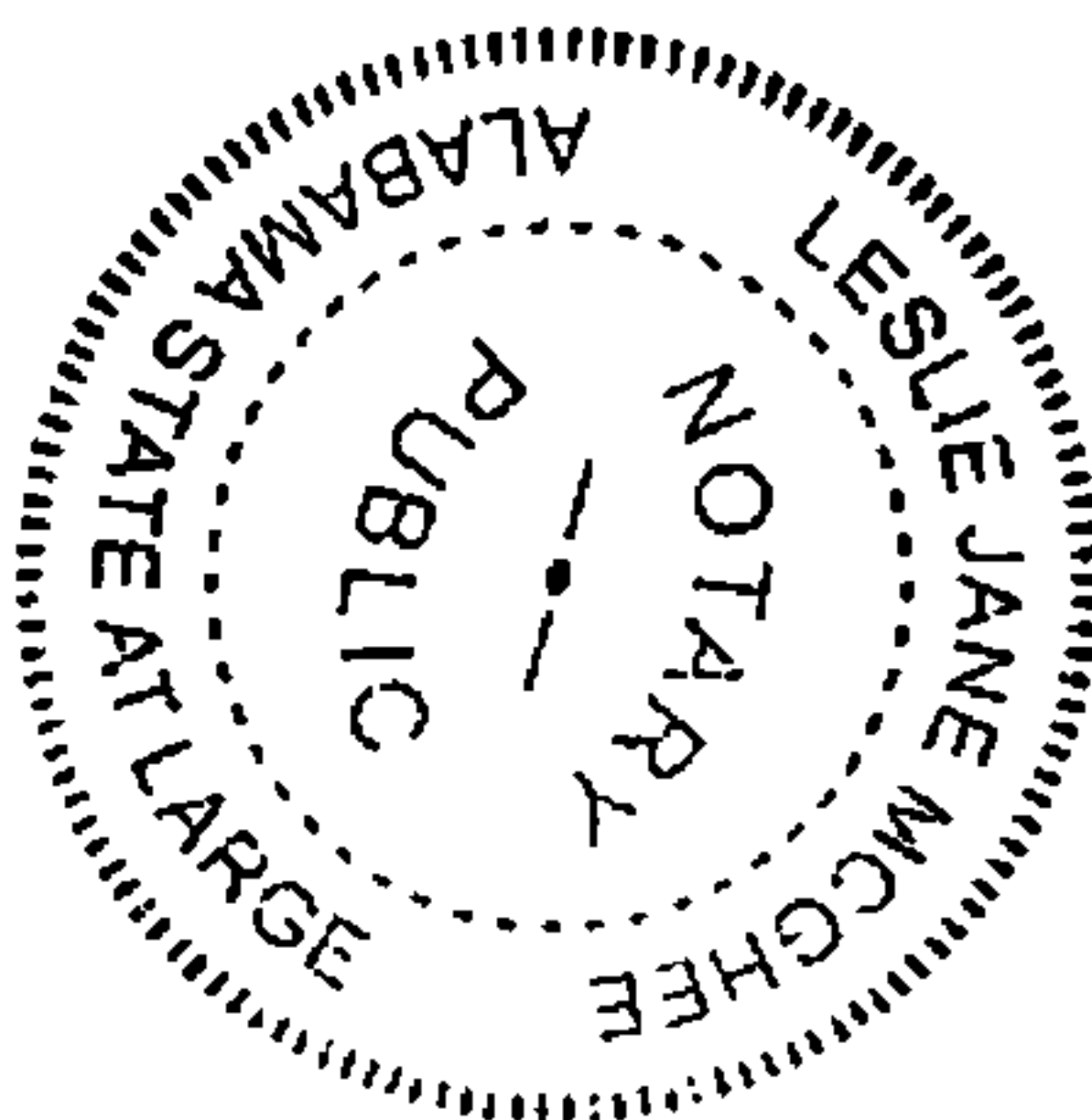
Burt W Newsome, Trustee for Burt W Newsome Revocable Trust dated February 5, 2007

Date: 10-26-23

STATE OF ALABAMA, COUNTY OF SHELBY COUNTY ss.

I, Leslie Jane McGhee, a notary public, in and for said County in said State, hereby certify that Burt W Newsome, whose name(s) as Trustee of the Burt W Newsome Revocable Trust, is/are signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she/they, in his/her/their capacity as such Trustee, executed the same voluntarily on the day the same bears date. Given under my hand this the 26th day of October 2023.

My commission expires: 07/19/25



*Leslie Jane McGhee*

(Notary Public)

Leslie Jane McGhee

Filed and Recorded

Official Public Records

Judge of Probate, Shelby County Alabama, County Clerk

Shelby County, AL

10/26/2023 10:44:43 AM

\$98.50 JOANN

20231026000315730

*Allie S. Bayl*