



20231227000370050 1/5 \$184.00
Shelby Cnty Judge of Probate, AL
12/27/2023 10:53:28 AM FILED/CERT

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This instrument was prepared by MISHELLE GROGAN, FIRST US BANK, 131 West Front Street, P O Box 249, Thomasville, AL 36784

MODIFICATION OF MORTGAGE

DATE AND PARTIES. The date of this Real Estate Modification (Modification) is October 18, 2022. The parties and their addresses are:

MORTGAGOR:

BRUCE W. THOMAS
A MARRIED MAN/ HUSBAND OF TINA THOMAS
112 DEER LANE
VINCENT, AL 35178-0000

TINA THOMAS
A MARRIED WOMAN/ WIFE OF BRUCE W. THOMAS
112 DEER LANE
VINCENT, AL 35178

LENDER:

FIRST US BANK
Organized and existing under the laws of Alabama
131 West Front Street
Thomasville, AL 36784

1. BACKGROUND. Mortgagor and Lender entered into a security instrument dated DECEMBER 13, 2016 and recorded on DECEMBER 21, 2016 (Security Instrument). The Security Instrument was recorded in the records of SHELBY County, Alabama at INST# 20161221000465580 and covered the following described Property:

SEE ATTACHED EXHIBIT "A" FOR COMPLETE LEGAL DESCRIPTION

The property is located in SHELBY County at 112 DEER TRACE LANE, VINCENT, Alabama 35178.

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:

BRUCE WAYNE THOMAS
Alabama Real Estate Modification
AL/4XXXXXXXXX0000000002795023102622N

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Initials

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A. Maximum Obligation Limit. The maximum obligation provision of the Security Instrument is modified to read:

(1) **Maximum Obligation Limit.** The total principal amount secured by this Security Instrument at any one time and from time to time will not exceed \$100,000.00. Any limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

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

(1) **Secured Debts and Future Advances.** 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. 5116045, dated December 19, 2016, from BRUCE WAYNE THOMAS (Borrower) to Lender, with a modified maximum credit limit of \$100,000.00 and maturing on October 18, 2032.

(b) **Future Advances.** All future advances from Lender to BRUCE WAYNE THOMAS under the Specific Debts executed by BRUCE WAYNE THOMAS in favor of Lender after this Security Instrument. If more than one person signs this Security Instrument, each agrees that this Security Instrument will secure all future advances that are given to BRUCE WAYNE THOMAS either individually or with others who may not sign this Security Instrument. All future advances are secured by this Security Instrument even though all or part may not yet be advanced. All future advances are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future advances in any amount. Any such commitment must be agreed to in a separate writing.

(c) **All Debts.** All present and future debts from BRUCE WAYNE THOMAS 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.

(d) **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.

5. ADDITIONAL TERMS. THE TOTAL PRINCIPAL AMOUNT SECURED BY THIS INSTRUMENT HAS INCREASED BY \$76,240.00. A MAXIMUM OBLIGATION LIMIT HAS INCREASED FROM \$23,760.00 TO \$100,000.00.

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:



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Bruce W Thomas (Seal)
BRUCE W. THOMAS

Date 10-18-22

Tina Thomas (Seal)
TINA THOMAS

Date 10-18-22

LENDER:

First US Bank

By Mischelle Grogan (Seal)
MISCHELLE GROGAN, BRANCH MANAGER

Date 10/18/22



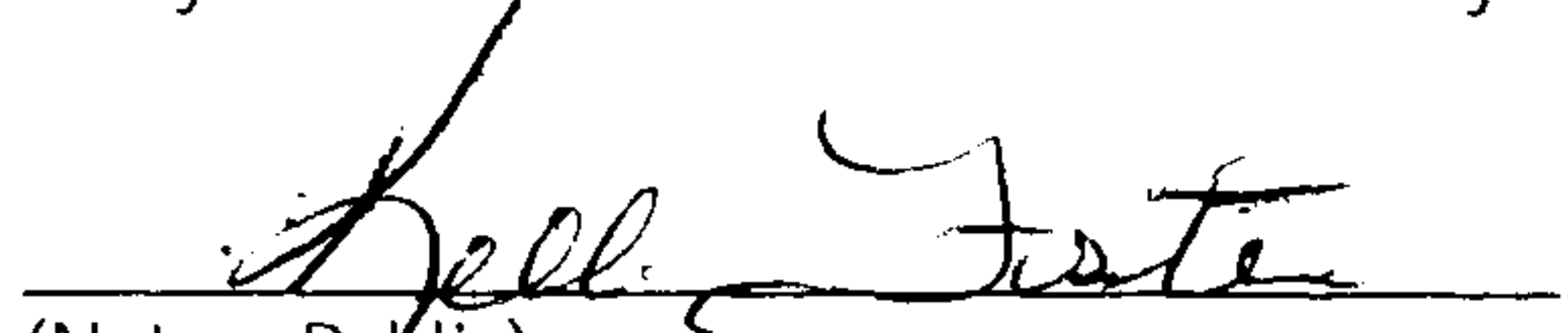
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ACKNOWLEDGMENT.

STATE OF ALABAMA, COUNTY OF SHELBY ss.

I, KELLI FOSTER, a notary public, hereby certify that BRUCE W. THOMAS, A MARRIED MAN/ HUSBAND OF TINA THOMAS, and TINA THOMAS, A MARRIED WOMAN/ WIFE OF BRUCE W. THOMAS, whose name(s) is/are signed to the foregoing instrument, and who is/are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she/they executed the same voluntarily on the day the same bears date. Given under my hand this 18th day of October 2022.

My commission expires:
January 26, 2025


(Notary Public)
KELLI FOSTER

(Lender Acknowledgment)

STATE OF ALABAMA, COUNTY OF SHELBY ss.

I, KELLI FOSTER, a notary public, in and for said County in said State, hereby certify that MISHELLE GROGAN, whose name(s) as BRANCH MANAGER of First US Bank, a corporation, 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, as such officer(s) and with full authority, executed the same voluntary for and as the act of said corporation. Given under my hand this the 18th day of October 2022.

My commission expires:
January 26, 2025


(Notary Public)
KELLI FOSTER



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EXHIBIT "A"
LEGAL DESCRIPTION

Commence at an Alabama Power Company concrete monument on the North bank of the Coosa River and the West line of Section 29, Township 19 South, Range 3 East, Shelby County, Alabama, said concrete monument having coordinated of North 1,036,400.07 and East 338,744.62 on the Alabama East zone coordinate system and run North 56 degrees 46 minutes 50 seconds (bearing relative to the Alabama East zone coordinate system) a distance of 3,116.85 feet to a point on the center line of Old Ferry Road; thence South 74 degrees 36 minutes 00 seconds East along said center line a distance of 85.57 feet; thence North 82 degrees 58 minutes 30 seconds East along said center line a distance of 313.91 feet; thence South 84 degrees 17 minutes 10 seconds East along said center line a distance of 380.61 feet; thence North 89 degrees 11 minutes 20 seconds East along said center line a distance of 209.49 feet; thence North 85 degrees 38 minutes 40 seconds East along said center line a distance of 453.63 feet; thence North 83 degrees 14 minutes 40 seconds East along said center line a distance of 40.50 feet; thence South 02 degrees 13 minutes 52 seconds West a distance of 711.49 feet to a set capped rebar, said point being the point of beginning; thence South 02 degrees 13 minutes 52 seconds West a distance of 800.90 feet to a 3/8" rebar; thence North 78 degrees 18 minutes 19 seconds East a distance of 189.08 feet to a 5/8" rebar; thence North 06 degrees 04 minutes 20 seconds East a distance of 740.43 feet to a capped rebar (J.S. Parks); thence North 83 degrees 41 minutes 19 seconds West a distance of 233.72 feet to the point of beginning.

ALSO: A 20' easement for ingress and egress situated in Section 29, Township 19 South, Range 3 East, Shelby County, Alabama, lying 10' either side of the following described centerline; Commence at an Alabama Power Company concrete monument on the North bank of the Coosa River and the West line of Section 29, Township 19 South, Range 3 East, Shelby County, Alabama, said concrete monument having coordinated of North 1,036,400.07 and East 338,744.62 on the Alabama East zone coordinate system and run thence North 56 degrees 46 minutes 50 seconds East (bearing relative to the Alabama East zone coordinate system) a distance of 3116.85 feet to a point on the center line of Old Ferry Road; thence South 74 degrees 36 minutes 00 seconds East along said center line a distance of 85.57 feet; thence North 82 degrees 58 minutes 30 seconds East along said center line a distance of 313.91 feet; thence South 84 degrees 17 minutes 10 seconds East along said center line a distance of 380.81 feet; thence North 89 degrees 11 minutes 20 seconds East along said center line a distance of 209.49 feet; thence North 85 degrees 38 minutes 40 seconds East along said center line a distance of 453.63 feet; thence North 83 degrees 14 minutes 40 seconds East along said center line a distance of 40.50 feet; thence continue North 83 degrees 14 minutes 40 seconds East along said center line a distance of 18.22 feet to the point of beginning of said easement; thence South 02 degrees 13 minutes 52 seconds West a distance of 715.62 feet to the point of ending of said easement.