



20240109000007090 1/5 \$159.25
Shelby Cnty Judge of Probate, AL
01/09/2024 11:00:29 AM FILED/CERT

Space Above This Line For Recording Data

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 May 2, 2022. The parties and their addresses are:

MORTGAGOR:

VICKIE D BARNETT
A MARRIED WOMAN/ WIFE OF GARY D BARNETT
3157 HWY 83
PO BOX 13
VINCENT, AL 35178-0013

GARY D BARNETT
A MARRIED MAN/ HUSBAND OF VICKIE D. BARNETT
3157 HWY 83
VINCENT, AL 35178-0013

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 NOVEMBER 19, 2018 and recorded on NOVEMBER 27, 2018 (Security Instrument). The Security Instrument was recorded in the records of SHELBY County, Alabama at INSTRUMENT NUMBER 20181127000413660 and covered the following described Property:

SEE ATTACHED EXHIBIT "A" FOR COMPLETE LEGAL DESCRIPTION

The property is located in SHELBY County at 3157 HWY 83, VINCENT, Alabama 35178.

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

VICKIE D BARNETT
Alabama Real Estate Modification
AL/4XXXXXXXXX0000000002973028010824N

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Initials

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The Security Instrument is modified as follows:

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 \$148,000.00. 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. 5116213, dated November 23, 2018, from Mortgagor to Lender, with a modified maximum credit limit of \$148,000.00, with an initial interest rate of 2.490 percent per year (this is a variable interest rate and may change as the promissory note prescribes) and maturing on November 19, 2028.

(b) **Future Advances.** All future advances from Lender to Mortgagor under the Specific Debts executed by Mortgagor 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 Mortgagor 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 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.

(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 \$83,500.00 . A MAXIMUM OBLIGATION LIMIT HAS INCREASED FROM \$64,500.00 TO \$148,000.00

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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 (Seal)
VICKIE D BARNETT


Date 5/02/2022

 (Seal)
GARY D BARNETT

Date 5/02/2022

LENDER:

First US Bank

By  (Seal)
MISCHELLE GROGAN, BRANCH MANAGER

Date 5/02/2022



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ACKNOWLEDGMENT.

STATE OF ALABAMA, COUNTY OF SHELBY ss.

I, Neagan Amber Wedge, a notary public, hereby certify that VICKIE D BARNETT, A MARRIED WOMAN/ WIFE OF GARY D BARNETT, and GARY D BARNETT, A MARRIED MAN/ HUSBAND OF VICKIE D. BARNETT, 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 2nd day of May, 2022.

My commission expires:

8/26/2025

Neagan Amber Wedge
(Notary Public)

(Lender Acknowledgment)

STATE OF ALABAMA, COUNTY OF SHELBY ss.

I, Neagan Amber Wedge, 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 2nd day of May, 2022.

My commission expires:

8/26/2025

Neagan Amber Wedge
(Notary Public)

EXHIBIT "A"
LEGAL DESCRIPTION

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Tract 1:

A resurvey of Lot 4, and part of Lot 5, of Shelby Estates, and also being a part of the South 1/2 of the SE 1/4 of the SW 1/4 of Section 9, Township 19 South, Range 2 East, Shelby County, Alabama, and a part of the North 1/2 of the NE 1/4 of the NW 1/4 of Section 16, Township 19 South, Range 2 East, Shelby County, Alabama, and being more particularly described as follows: Commence at the Northwest corner of the South 1/2 of the SE 1/4 of the SW 1/4 of Section 9, Township 19 South, Range 2 East; thence run South along the West line thereof a distance of 92.26 feet; thence turn left 84 degrees 26 minutes and run Southeasterly a distance of 800.00 feet to the point of beginning of the property described herein; thence continue along the last described course a distance of 300 feet; thence turn right 83 degrees 20 minutes 20 seconds and run South a distance of 646.62 feet to the Northerly right of way of County Road No. 83; thence turn right and run Northwesterly along said right of way line a distance of 320 feet, more or less; thence turn right and run Northerly a distance of 606.49 feet to the point of beginning. Being situated in Shelby County, Alabama.

LESS AND EXCEPT:

Commence at the Northwest corner of the South 1/2 of the SE 1/4 of the SW 1/4 of Section 9, Township 19 South, Range 2 East; thence run South along the West line thereof a distance of 92.26 feet; thence turn left 84 degrees 26 minutes and run Southeasterly a distance of 1100 feet to the point of beginning of the property described herein; thence turn an interior angle to the left of 86 degrees 40 minutes 09 seconds and run South 647.42 feet to the Northerly right of way of County Road No. 83; thence turn an interior angle to the left of 01 degrees 45 minutes 04 seconds and run Northerly 650.05 feet; thence turn an interior angle to the left of 81 degrees 34 minutes 47 seconds and run Southeasterly 20.00 feet to the point of beginning.

Tract 2:

A part of the South 1/2 of the SE 1/4 of SW 1/4 of Section 9, and a part of the NE 1/4 of the NW 1/4 of Section 16, all lying in Township 19 South, Range 2 East, located in Shelby County, Alabama, and more particularly described as follows: Commence at the NW corner of the South 1/2 of the SE 1/4 of the SW 1/4 of Section 9, Township 19 South, Range 2 East; thence run South along the West line of said 1/2- 1/4 -1/4 Section a distance of 92.26 feet; thence turn left 84 degrees 26 minutes and run Southeasterly a distance of 1400.00 feet to the point of beginning; thence continue along the last described course a distance of 200.00 feet; thence turn right 84 degrees 26 minutes and run South a distance of 925.70 feet to the Northeast right of way line of Shelby County Road #83; thence turn right and run Northwesterly along said right of way line a distance of 290 feet, more or less; thence turn right and run North and parallel to the East line a distance of 739.57 feet to the point of beginning.

Tract 3:

Commencing at the SW corner of Section 9, Township 19 South, Range 2 East, Shelby County, Alabama; thence South 89 degrees 24 minutes 43 seconds East a distance of 1335.59 feet; thence North 1 degrees 07 minutes 50 seconds East a distance of 561.56 feet; thence continuing Northerly along said line, a distance of 93.25 feet; thence North 38 degrees 57 minutes 52 seconds East, a distance of 56.29 feet; thence South 85 degrees 29 minutes 43 seconds East, a distance of 277.54 feet; thence South 85 degrees 02 minutes 00 seconds East, a distance of 324.96 feet to the point of beginning; thence continuing Easterly along said line for 204.45 feet; thence South 86 degrees 23 minutes 59 seconds East a distance of 101.16 feet; thence South 0 degrees 42 minutes 07 seconds West, a distance of 142.86 feet; thence North 85 degrees 04 minutes 18 seconds West, a distance of 139.49 feet; thence North 84 degrees 59 minutes 31 seconds West, a distance of 166.27 feet; thence North 0 degrees 42 minutes 05 seconds East, a distance of 140.42 feet to the point of beginning.

Tract 4:

Commence at the SW corner of Section 9, Township 19 South, Range 2 East, Shelby County, Alabama; thence South 89 degrees 24 minutes 43 seconds East a distance of 1335.59 feet; thence North 01 degrees 07 minutes 50 seconds West a distance of 561.56 feet; thence North 01 degrees 07 minutes 50 seconds North a distance of 93.25 feet to a point on the North right of way of Shelby County Highway No. 81; thence North 38 degrees 57 minutes 52 seconds East along said right of way a distance of 56.29 feet; thence leaving said right of way, South 85 degrees 29 minutes 43 seconds East a distance of 277.54 feet; thence South 85 degrees 02 minutes 00 seconds East a distance of 324.96 feet; thence South 85 degrees 02 minutes 00 seconds East a distance of 204.45 feet; thence South 86 degrees 23 minutes 59 seconds East a distance of 101.16 feet to the point of beginning; thence South 85 degrees 29 minutes 29 seconds East a distance of 959.82 feet; thence South 60 degrees 51 minutes 30 seconds East a distance of 217.77 feet; thence North 30 degrees 09 minutes 36 seconds East a distance of 93.94 feet to a point in the center of Blue Spring Branch; thence along said centerline, South 25 degrees 01 minutes 53 seconds East a distance of 50.38 feet; thence continue along said centerline, South 09 degrees 41 minutes 06 seconds West a distance of 101.96 feet; thence leaving said centerline, North 85 degrees 05 minutes 06 seconds West a distance of 573.74 feet; thence North 85 degrees 03 minutes 43 seconds West a distance of 200.17 feet; thence North 85 degrees 02 minutes 35 seconds West a distance of 460.60 feet; thence North 00 degrees 39 minutes 09 seconds East a distance of 142.83 feet to the point of beginning.
According to survey of Larry W. Carver, PLS #15454, dated May 28, 2008.

ALSO:

LESS AND EXCEPT property conveyed to Matthew Jacob Burt and Zhan Renee Ray Burt recorded in Inst. No. 20200416000148690, Probate Office, Shelby County, Alabama.