



20240131000025120 1/4 \$31.00  
Shelby Cnty Judge of Probate, AL  
01/31/2024 12:46:45 PM FILED/CERT

**RECORDATION REQUESTED BY:**

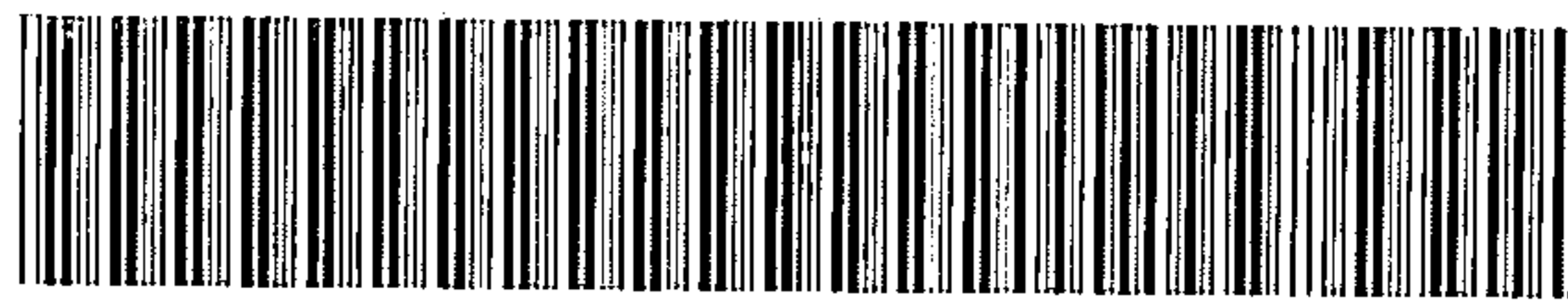
Simmons Bank  
Loan Servicing Group  
125 N. Poplar St  
Searcy, AR 72143

**WHEN RECORDED MAIL TO:**

Simmons Bank  
Loan Servicing Group  
125 N. Poplar St  
Searcy, AR 72143

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

**MODIFICATION OF MORTGAGE**



\*#####%0740

**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 November 3, 2023, is made and executed between Andre Smith, Jr. and Talittla Eubanks Smith; husband and wife (referred to below as "Grantor") and Simmons Bank, whose address is 601 E 3rd St, Little Rock, AR 72201 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated March 12, 2014 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded on March 24, 2013, as Instrument Number 20140324000081220.

**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 116 Saintfield Ln, Birmingham, AL 35242-7081. The Real Property tax identification number is 04 4 19 0 000 002.013.

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

Updated maturity date to November 1, 2026. Simmons Bank, an Arkansas chartered bank, successor by merger to Landmark Community Bank, a Tennessee chartered bank.

**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.

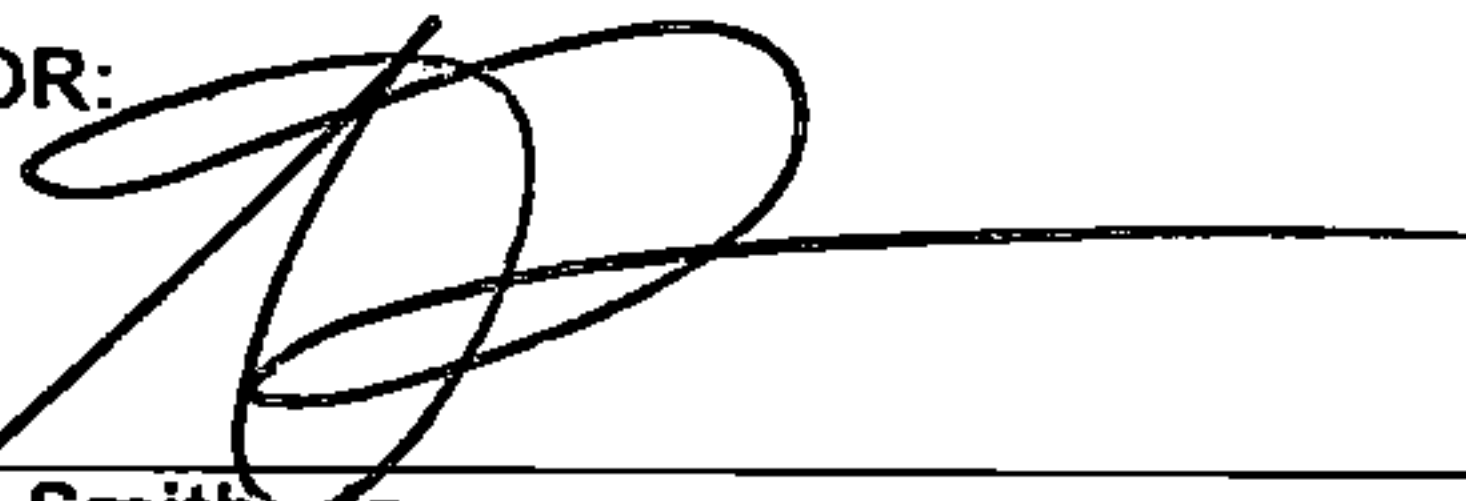
MODIFICATION OF MORTGAGE  
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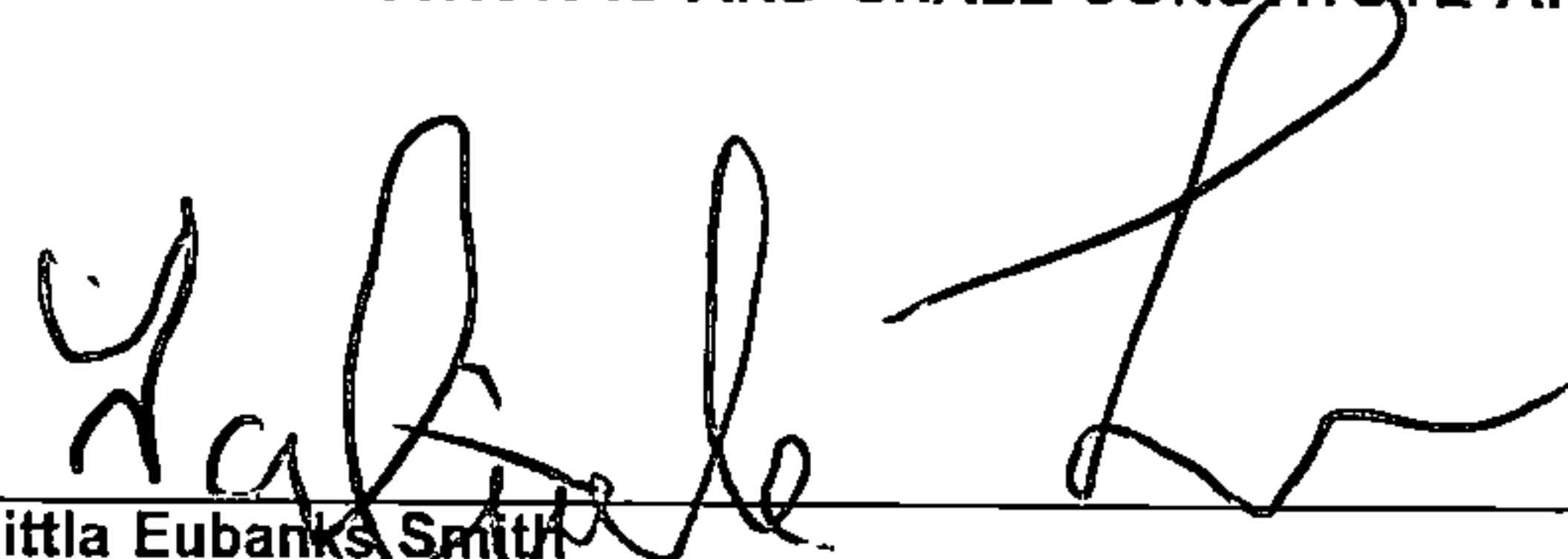
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GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED NOVEMBER 3, 2023.

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  (Seal)  
Andre Smith, Jr.

X  (Seal)  
Talittla Eubanks Smith


LENDER:

SIMMONS BANK

 (Seal)  
Authorized Signer

This Modification of Mortgage prepared by:

Name: Kathy Tullos, Consumer Lending Specialist  
Address: 601 E 3rd St  
City, State, ZIP: Little Rock, AR 72201

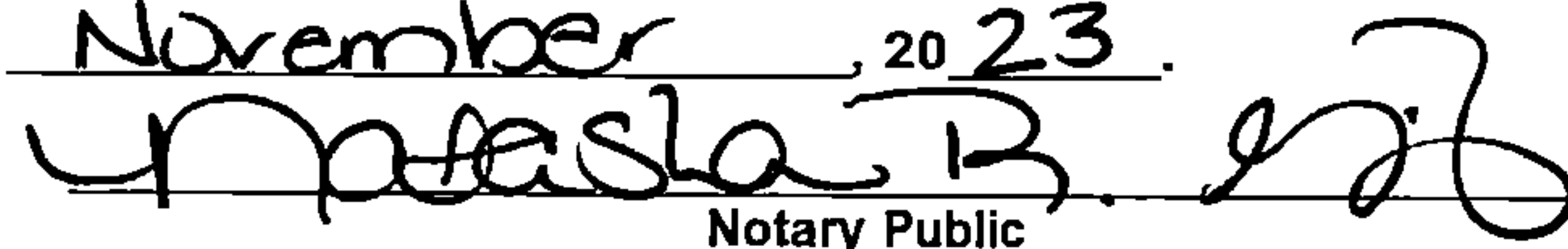
  
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INDIVIDUAL ACKNOWLEDGMENT

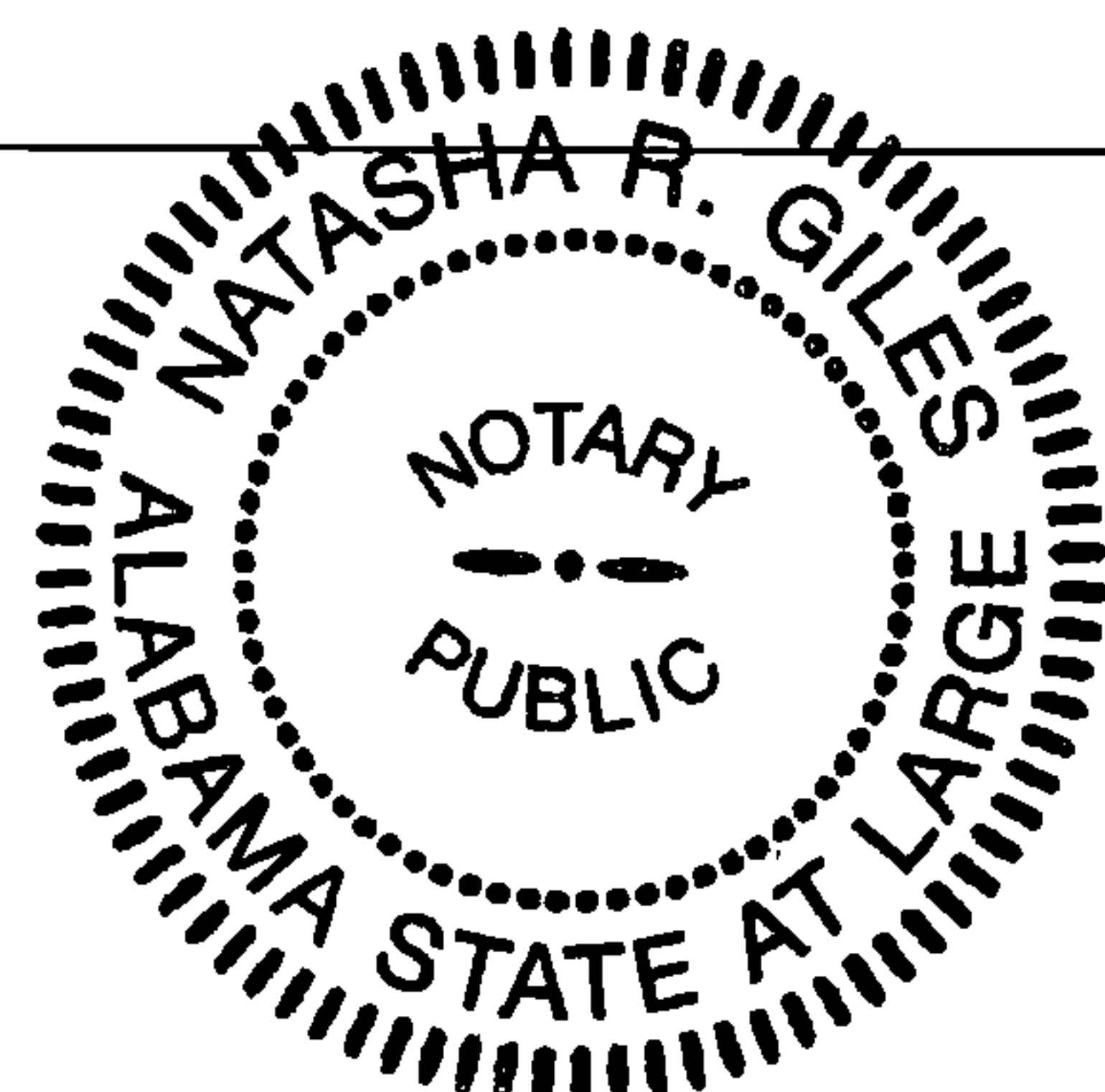
STATE OF Alabama )  
 ) SS  
COUNTY OF Jefferson )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Andre Smith, Jr. and Talittla Eubanks Smith, 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 7 day of November, 2023.

  
Notary Public

My commission expires 06.28.2027



MODIFICATION OF MORTGAGE  
(Continued)

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LENDER ACKNOWLEDGMENT



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STATE OF Arkansas

)

COUNTY OF Pulaski

) SS

)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Mariah L. Handy  
whose name as Natalie Womack of Simmons 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 GP, Consumer Lending Dept of Simmons Bank, executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 10<sup>th</sup> day of November 20 23.

M-L Handy

Notary Public

My commission expires 3/18/25



Originator Names and Nationwide Mortgage Licensing System and Registry IDs:

Organization: Simmons Bank

NMLSR ID: 484633

Individual: Kindra Chemorya Lewis

NMLSR ID 875032

# RECORDING PAGE



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