

RECORDATION REQUESTED BY:

Trustmark National Bank
Montevallo Branch
835 Main Street
Montevallo, AL 35115

WHEN RECORDED MAIL TO:

Trustmark National Bank
Attn: Loan Operations
P. O. Box 1182
Jackson, MS 39215-1182



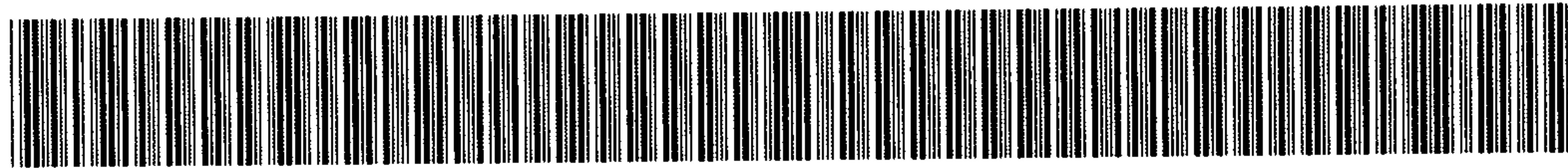
20240410000102680 1/3 \$43.00
Shelby Cnty Judge of Probate, AL
04/10/2024 10:35:35 AM FILED/CERT

SEND TAX NOTICES TO:

Virginia P. Smith
245 Meadow Road
Montevallo, AL 35115

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE



L-9040-A050592484000-F0000009596012709-P01

Notice: The original principal amount available under the Note (as defined below), which was \$30,000.00 (on which any required taxes already have been paid), now is increased by an additional \$10,000.00.

THIS MODIFICATION OF MORTGAGE dated January 26, 2024, is made and executed between Virginia P. Smith; An Unmarried Person (referred to below as "Grantor") and Trustmark National Bank, whose address is 835 Main Street, Montevallo, AL 35115 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated October 10, 2023 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded November 20, 2023 in the records of the Office of the Judge of Probate of Shelby County, Alabama in Instrument Number 20231120000339620.

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

MAXIMUM LIEN. The lien of this Mortgage shall not exceed at any one time \$40,000.00, plus interest, fees, expenses, charges, and costs incurred by Lender to enforce this Mortgage and related loan documents and protect Lender's security interest in the collateral.

Lot 12, in Block 3, according to the survey of Arden Subdivision as recorded in Map Book 3, Page 64, in the Probate Office of Shelby County, Alabama.
Situated in Shelby County, Alabama.

The Real Property or its address is commonly known as 245 Meadow Road, Montevallo, AL 35115.

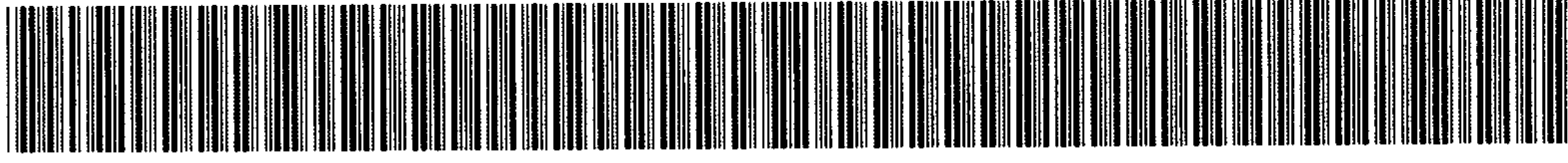
MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

The credit limit of the Credit Agreement and the amount above described Mortgage will be increased to \$ 40,000.00.

Alabama Mortgage Recordation Tax in the amount of \$82.00 has been paid on the Original Note and Mortgage amount of \$30,000.00.

Alabama Mortgage Recordation Tax in the amount of \$15.00 is being paid on the increased amount of \$10,000.00..

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 endorsers 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



L-9040-A050592484000-F0000009596012709-P02

**MODIFICATION OF MORTGAGE
(Continued)**

Loan No: 9596012709

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initial extension or modification, but also to all such subsequent actions.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JANUARY 26, 2024.

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 Virginia P. Smith (Seal)
Virginia P. Smith

LENDER:

TRUSTMARK NATIONAL BANK

x Stephanie Benitez (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: Stephanie Benitez, Relation Banker Branch Manager I
Address: 835 Main Street
City, State, ZIP: Montevallo, AL 35115

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Shelby)

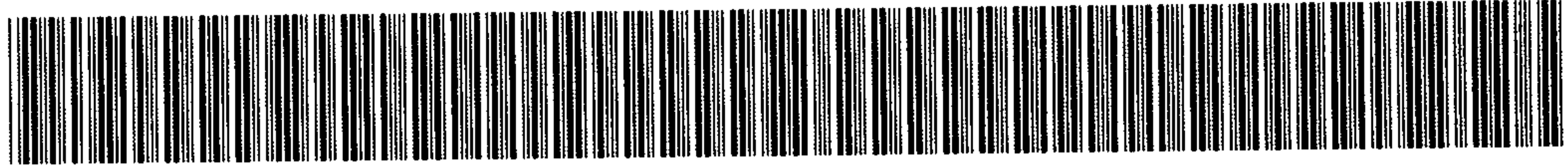
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Virginia P. Smith, An Unmarried Person, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Modification, he or she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 26 day of January, 2024.
Stephanie Benitez
Notary Public

My commission expires January 18, 2028



20240410000102680 3/3 \$43.00
Shelby Cnty Judge of Probate, AL
04/10/2024 10:35:35 AM FILED/CERT



L-9040-A050592484000-F0000009596012709-P03

**MODIFICATION OF MORTGAGE
(Continued)**

Loan No: 9596012709

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LENDER ACKNOWLEDGMENT

STATE OF ALABAMA)
)
COUNTY OF STEEBY) SS
)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Stephanie Benitez
whose name as loan officer of **Trustmark National 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 **Trustmark National Bank**, executed the same voluntarily on the day same bears date.
Given under my hand and official seal this 26th day of JANUARY, 2024.

Annie Heather Brooks
Notary Public

My commission expires

