

RECORDATION REQUESTED BY:

Bryant Bank
Columbiana
21290 Hwy 25
Columbiana, AL 35051

WHEN RECORDED MAIL TO:

Bryant Bank
P.O. Office Box 2087
Birmingham, AL 35201

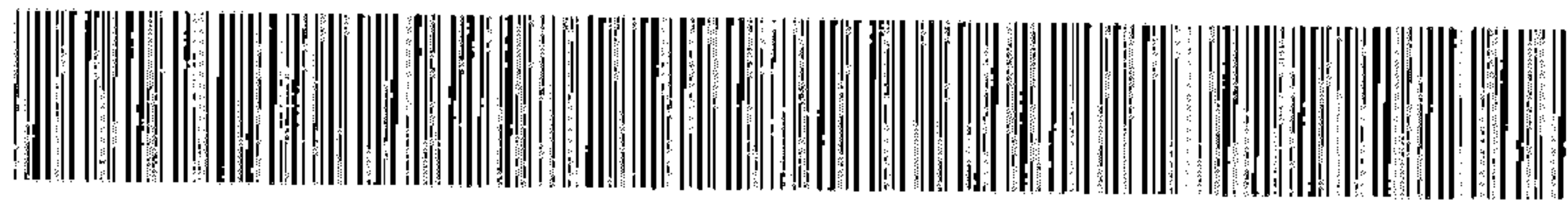
SEND TAX NOTICES TO:

Wayne P Blackerby
Mary E Blackerby
487 Mooney Road
Columbiana, AL 35051-0000

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



MODIFICATION OF MORTGAGE



#####%0740%06242024%#####

Notice: The original principal amount available under the Note (as defined below), which was \$15,000.00 (on which any required taxes already have been paid), now is increased by an additional \$9,000.00.

THIS MODIFICATION OF MORTGAGE dated June 24, 2024, is made and executed between Wayne P Blackerby and Mary E Blackerby, husband and wife (referred to below as "Grantor") and Bryant Bank, whose address is 21290 Hwy 25, Columbiana, AL 35051 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated December 15, 2023 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded on 12/21/23 by Instrument No. 20231221000366790 in the Office of the Judge of Probate of Shelby County.

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 487 Mooney Road, Columbiana, AL 35051-0000.

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

The purpose of this modification is to increase the mortgage amount to \$24,000.00.

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

MODIFICATION OF MORTGAGE (Continued)

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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 JUNE 24, 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 Wayne P Blackerby (Seal)
Wayne P Blackerby

X Mary E Blackerby (Seal)
Mary E Blackerby

LENDER:

BRYANT BANK

X Inella Torrance (Seal)
Inella Torrance, Loan Officer - Columbiana Branch

This Modification of Mortgage prepared by:

Name: LaKendra Jones
Address: 21290 Hwy 25
City, State, ZIP: Columbiana, AL 35051

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 Wayne P Blackerby and Mary E Blackerby, 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 24 day of June, 2024.

My commission expires



Inella Torrance
Notary Public

MODIFICATION OF MORTGAGE
(Continued)

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LENDER ACKNOWLEDGMENT

STATE OF Alabama)
COUNTY OF Shelby) SS
)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **Inella Torrance** whose name as **Loan Officer - Columbiana Branch of Bryant 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 - Columbiana Branch of Bryant Bank**, executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 24th day of June, 20 24.

Andrea Brook Roland
Notary Public

My commission expires 4/9/2028

Andrea Brook Roland
Notary Public, Alabama State
at Large
My Commission Expires

Exhibit "A"

A parcel of land in the Northwest quarter of Section 38, Township 21 South, Range 1 West, more particularly described as follows:

Commencing at a ½" rebar set with a cap stamped "S. Wheeler RPLS 16165" at the Southeast corner of the Northwest quarter of the Northeast quarter of Section 36; thence South 88 degrees 33 minutes 04 seconds West, along the South line of said sixteenth section, a distance of 41.07 feet to a ½" rebar set, with a cap stamped "S. Wheeler RPLS 16165" on the Northeast right of way of County Highway No. 78; thence North 64 degrees 16 minutes 57 seconds West, along said right of way a distance of 96.49 feet to a ½" rebar set, with a cap stamped "S. Wheeler RPLS 16165" at the point of beginning; thence continue along last course a distance of 208.72 feet to a point; thence North 25 degrees 43 minutes 03 seconds East, a distance of 208.72 feet to a ½" rebar set, with a cap stamped "S. Wheeler RPLS 16165"; thence South 64 degrees 16 minutes 57 seconds East, a distance of 208.72 feet to a ½" rebar set, with a cap stamped "S. Wheeler RPLS 16165"; thence South 25 degrees 43 minutes 03 seconds West, a distance of 208.72 feet to the point of beginning.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
06/28/2024 10:44:10 AM
\$44.50 LAURA
20240628000194670

Allie S. Bayl