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20260209000036390 1/2 \$827.50  
Shelby Cnty Judge of Probate, AL  
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**WHEN RECORDED MAIL TO:**

CB&S Bank  
PO Box 910  
Russellville, AL 35653

**SEND TAX NOTICES TO:**

CB&S Bank  
PO Box 910  
Russellville, AL 35653

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

**MODIFICATION OF MORTGAGE**



\*#####074001222026\*

**THIS MODIFICATION OF MORTGAGE** dated January 22, 2026, is made and executed between Joseph Courtney Johnston, whose address is 9405 Highway 11, Chelsea, AL 35043 and Anna Johnston, whose address is 9405 Highway 11, Chelsea, AL 35043; a married couple (referred to below as "Grantor") and CB&S Bank, whose address is 7 Office Park Circle, Mountain Brook, AL 35223 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated April 10, 2025 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded on 04/21/2025 in Shelby County AL Judge of Probate. Recorded in 20250421000117370.

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

Lots 39A and 40A, according to a Resurvey of Lots 38 through 40, Emerald Parc, Phase III, as recorded in Map Book 35, Page 35, in the Office of the Judge of Probate of Shelby County, Alabama.

The Real Property or its address is commonly known as 530 Baron Circle, Chelsea, AL 35043.

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

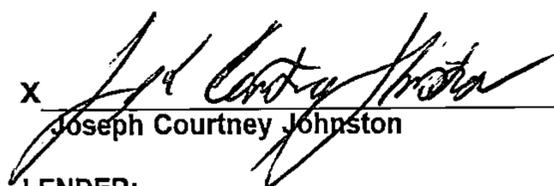
Modification to remove construction verbiage and to extend the maturity date to 01/20/2057. The new principal balance of this mortgage is \$534,901.44.

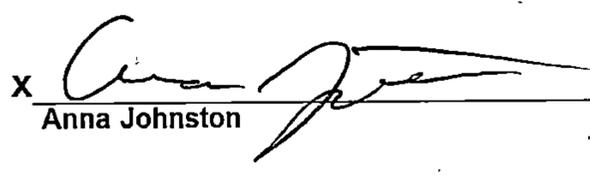
**CONTINUING VALIDITY.** Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's 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.

**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 22, 2026.**

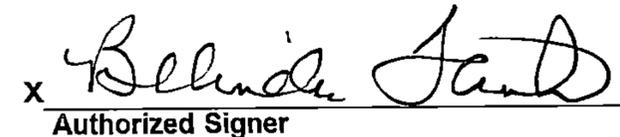
**THIS MODIFICATION IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MODIFICATION IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.**

**GRANTOR:**

X  (Seal)  
Joseph Courtney Johnston

X  (Seal)  
Anna Johnston

**LENDER:**

CB&S BANK  
X  (Seal)  
Authorized Signer

MODIFICATION OF MORTGAGE  
(Continued)

INDIVIDUAL ACKNOWLEDGMENT



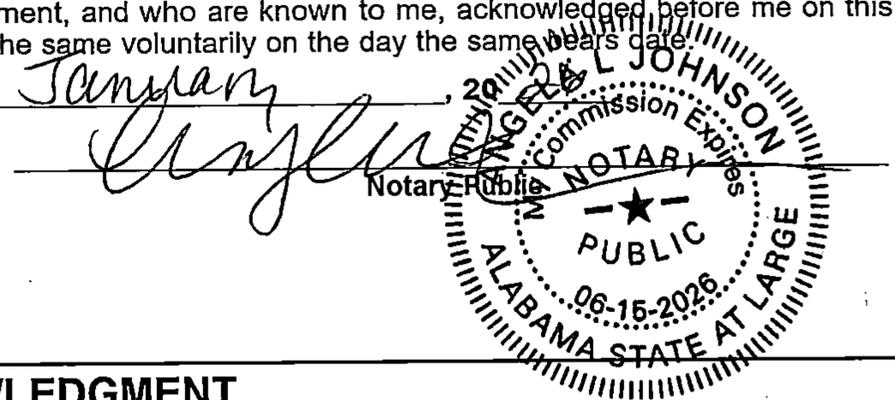
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STATE OF Alabama )  
 ) SS  
COUNTY OF Shelby )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Joseph Courtney Johnston and Anna Johnston, a married couple, 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 22nd day of January, 2026

My commission expires 6/15/26



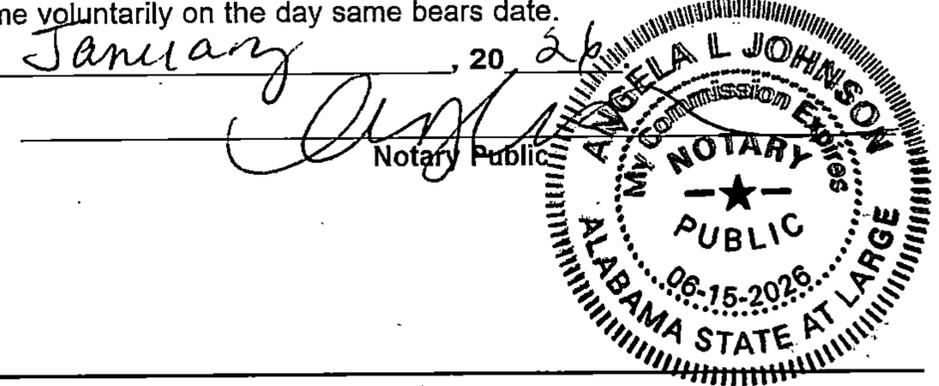
LENDER ACKNOWLEDGMENT

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 Belinda Taunton whose name as CML/VP of CB&S 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 CML/VP of CB&S Bank, executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 22nd day of January, 2026

My commission expires 6/15/26



Originator Names and Nationwide Mortgage Licensing System and Registry IDs:

Organization: **CB&S Bank**

NMLSR ID: **408108**

Individual: **Belinda Taunton**

NMLSR ID: **1810641**