



20260324000083570 1/8 \$43.00
Shelby Cnty Judge of Probate, AL
03/24/2026 10:40:02 AM FILED/CERT

This Instrument Prepared By:
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2700 Highway 280 East Suite 160
Birmingham, AL 35223

MIN: 100394900003880690
P.O. Box 2026, Flint, MI 48501-2026
MERS Phone: (888)679-MERS

STATE OF ALABAMA)
COUNTY OF SHELBY)

MORTGAGE MODIFICATION AGREEMENT

This Agreement is by and between **Mortgage Electronic Registration Systems, Inc.**, as Mortgagee as nominee for **Guaranty Trust Company, its successors and assigns**, and **Kenneth W. Linder and Cynthia P. Linder**, husband and wife ("Borrower").

WHEREAS, Borrower is indebted to Mortgagee as evidenced by a Promissory Note in the amount of \$190,486.00 dated December 26, 2012, and secured by a Mortgage dated December 26, 2012, such mortgage being recorded on January 28, 2013, in Instrument No. 20130128000036400, in the Probate Office of Shelby County, Alabama ("Linder Mortgage"); and

WHEREAS, the real property described on the attached Exhibit "A" (the "Linder Property") thereto serves as collateral for the Linder mortgage; the Linder property described on Exhibit "A" has been re-surveyed into a new record map to add the additional property described on Exhibit "B" labeled as Parcel "A" Martin to Linder, being 0.43 acres; said real property described on Exhibit "A" and Exhibit "B" as combined, shall be identified as proposed Lot 2, being more particularly described as follows:

PROPOSED LOT 2: LINDER PROPERTY

A portion of land situated in the S.W. 1/4 of the S.E. 1/4 of Section 16, Township 19 South, Range 2 West in Shelby County, Alabama and being more particularly described as follows;

Commence at the Southwest corner of the S.W. 1/4 of the S.E. 1/4 of Section 16, Township 19 South, Range 2 West in Shelby County, Alabama; Thence run N.00 19'51" E. along the West line of said 1/4-1/4 section a deed distance of 732.14 feet (meas - 732.64'); Thence run N. 56°10'13" E. a deed distance of 370.68 feet (meas - 368.08') to an existing iron pin; Thence run S. 02°27'40" E. a deed distance of 205.86 feet (meas - 205.31') to the POINT OF BEGINNING; From the point of beginning thus obtained, continue along the last described course a deed distance of 285.50 feet (meas - 285.48') to the Northerly right-of-way of Marcal Road; Thence run N. 82°35'14" E. along said right-of-way line a deed distance of 222.17 feet (meas - 222.24'); Thence run N. 10°57'25" W. a distance of 333.16 feet; Thence run S. 67°23'16" W. a distance of 183.42 feet to the POINT OF BEGINNING.

Said parcel containing 1.41 acres, more or less, and being subject to any rights-of-way, easements or restrictions of record.



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Upon recording of the final plat or survey of Marcal Estates, the property shall thereafter be known as:

Lot 2, according to the Survey of MARCAL ESTATES, as recorded in Map Book _____, Page _____, in the Probate Office of Shelby County, Alabama.

WHEREAS, Borrower and Mortgagee desire to modify the terms of said Mortgage as set forth herein.

Now, THEREFORE, for and in consideration of the premises, Borrower and Mortgagee agree that the terms of the Mortgage are modified as follows:

- **By amending the real property listed on the attached Exhibit "A" and Exhibit "B" and more particularly described as Proposed Lot 2 Marcel Estates:**

PROPOSED LOT 2: LINDER PROPERTY

A portion of land situated in the S.W. 1/4 of the S.E. 1/4 of Section 16, Township 19 South, Range 2 West in Shelby County, Alabama and being more particularly described as follows; Commence at the Southwest corner of the S.W. 1/4 of the S.E. 1/4 of Section 16, Township 19 South, Range 2 West in Shelby County, Alabama; Thence run N.00 19'51" E. along the West line of said 1/4-1/4 section a deed distance of 732.14 feet (meas - 732.64'); Thence run N. 56°10'13" E. a deed distance of 370.68 feet (meas - 368.08') to an existing iron pin; Thence run S. 02°27'40" E. a deed distance of 205.86 feet (meas - 205.31') to the POINT OF BEGINNING; From the point of beginning thus obtained, continue along the last described course a deed distance of 285.50 feet (meas - 285.48') to the Northerly right-of-way of Marcal Road; Thence run N. 82°35'14" E. along said right-of-way line a deed distance of 222.17 feet (meas - 222.24'); Thence run N. 10°57'25" W. a distance of 333.16 feet; Thence run S. 67°23'16" W. a distance of 183.42 feet to the POINT OF BEGINNING.

Said parcel containing 1.41 acres, more or less, and being subject to any rights-of-way, easements or restrictions of record.

- **to said mortgage to read as follows:**

-

Lot 2, according to the Survey of MARCAL ESTATES, in Map Book _____, Page _____, in the Probate Office of Shelby County, Alabama.

THE MATURITY DATE HAS NOT BEEN EXTENDED

Except as modified herein, all of the terms and conditions of the Mortgage shall remain in full force and effect.



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In WITNESS WHEREOF, the parties hereto have caused this instrument to be executed effective on the ___ day of _____, 2025.

WITNESS:

BORROWER:

Kenneth W. Linder

Kenneth W. Linder

Cynthia P. Linder

Cynthia P. Linder

WITNESS:

LENDER:

Mortgage Electronic Registration Systems, Inc.

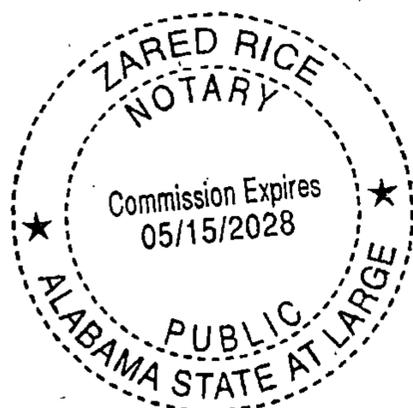
By: _____
Its: _____

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State hereby certify that Kenneth W. Linder and Cynthia P. Linder, 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 the above and foregoing instrument, they, executed the same voluntarily as their act on the day the same bears date.

Given under my hand and official seal of office this the 17th day of September, 2025.



Zared R.
NOTARY PUBLIC

My Commission expires: 5/15/28



20260324000083570 4/8 \$43.00
Shelby Cnty Judge of Probate, AL
03/24/2026 10:40:02 AM FILED/CERT

In WITNESS WHEREOF, the parties hereto have caused this instrument to be executed effective on the 17 day of October, 2025.

WITNESS:

BORROWER:

Kenneth W. Linder

Cynthia P. Linder

WITNESS:

Lakinyah Whisby 10-17-25
Lakinyah Whisby

MORTGAGEE:

Mortgage Electronic Registration Systems,
Inc.

Vanessa Barnes 10/17/2025
By: Vanessa Barnes
Its: Assistant Secretary

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State hereby certify that Kenneth W. Linder and Cynthia P. Linder, 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 the above and foregoing instrument, they, executed the same voluntarily as their act on the day the same bears date.

Given under my hand and official seal of office this the _____ day of _____, 2025.

NOTARY PUBLIC

My Commission expires: _____



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STATE OF MINNESOTA)

COUNTY OF Ramsey)

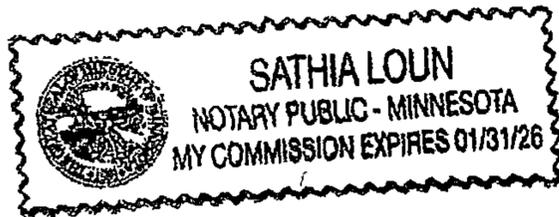
This instrument was acknowledged before me on 10/17/2025 (date) by
Vanessa Barnes (name(s) of person(s) as
ASSISTANT SECRETARY (type of authority, e.g., officer, trustee, etc.) of Mortgage
Electronic Registration Systems, Inc., a corporation.

(Stamp)

Signature of notarial officer
NOTARY PUBLIC

My Commission expires: 01/31/2026

Sathia Loun





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20040510000244810 Pg 2/2 36.50
Shelby Cnty Judge of Probate, AL
05/10/2004 12:56:00 FILED/CERTIFIED

EXHIBIT "A"
LEGAL DESCRIPTION
LINDER PROPERTY

Commence at the Southwest corner of the Southwest 1/4 of the Southeast 1/4 of Section 16, Township 19 South, Range 2 West, Shelby County, Alabama; thence run North along the West line of said 1/4 - 1/4 section a distance of 732.14 feet; thence turn right 55 degrees 52 minutes and run Northeasterly a distance of 370.68 feet; thence turn right 121 degrees 22 minutes and run Southerly a distance of 255.86 feet to the POINT OF BEGINNING; thence continue along the last described course a distance of 235.50 feet to the Northerly right-of-way line of Marcal Road; thence turn left 94 degrees 56 minutes 46 seconds and run Easterly along said right-of-way line a distance of 212.32 feet; thence turn left 93 degrees 26 minutes 43 seconds and run Northerly a distance of 208.57 feet; thence turn left 78 degrees 10 minutes 44 seconds and run Westerly a distance of 181.42 feet to the POINT OF BEGINNING.

AND BEING SUBJECT TO an existing 20 foot Alabama Power Company Easement.

EXHIBIT "B"



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PARCEL "A": MARTIN to LINDER

A portion of land situated in the S.W. 1/4 of the S.E. 1/4 of Section 16, Township 19 South, Range 2 West in Shelby County, Alabama and being more particularly described as follows;

Commence at the Southwest corner of the S.W. 1/4 of the S.E. 1/4 of Section 16, Township 19 South, Range 2 West in Shelby County, Alabama; Thence run N. 00°19'51" E. along the West line of said 1/4-1/4 section a deed distance of 732.14 feet (meas-732.64'); Thence run N. 56°10'13" E. a deed distance of 370.68 feet (meas - 368.08') to an existing iron pin; Thence run S. 02°27'40" E. a deed distance of 205.86 feet (meas - 205.31') to the POINT OF BEGINNING; From the point of beginning thus obtained, continue along the last described course a distance of 50.0 feet to an existing iron pin; Thence run S. 89°16'23" E. a deed distance of 181.42 feet (meas - 181.18') to an existing iron pin; Thence run S. 10°53'17" E. a deed distance of 208.57 feet (meas - 209.33') to an existing iron pin on the Northerly right-of-way line of Marcal Road; Thence run N. 82°35'14" E. along said right-of-way line a distance of 9.85 feet; Thence run N. 10°57'25" W. a distance of 333.16 feet; Thence run S. 67°23'16" W. a distance of 183.42 feet to the POINT OF BEGINNING.

Said parcel containing 0.43 acres, more or less, and being subject to any rights-of-way, easements or restrictions of record.

