

**RECORDATION REQUESTED BY:**

Central State Bank  
Main Office  
P O Box 180  
Calera, AL 35040



20121106000426440 1/3 \$21.90  
Shelby Cnty Judge of Probate, AL  
11/06/2012 11:07:11 AM FILED/CERT

**WHEN RECORDED MAIL TO:**

Central State Bank  
Main Office  
P O Box 180  
Calera, AL 35040

\$21.88

(Increase \$2,586.00)

#12102

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

**MODIFICATION OF MORTGAGE**

**THIS MODIFICATION OF MORTGAGE** dated November 1, 2012, is made and executed between Sam Carter II, a married man (referred to below as "Grantor") and Central State Bank, whose address is P O Box 180, Calera, AL 35040 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated April 5, 2011 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded on 4/12/2011 under Instrument# 20110412000113420.

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

1st Mortgage Dated 4/5/2011 and Modification of Mortgage Dated 11/1/2012 Residential Real Estate, Shelby Co. AL

The Real Property or its address is commonly known as 1515 Hwy 47 So, Columbiana, AL 35051.

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

Mortgagee allows mortgagor to increase the original Mortgage Agreement, as modified and amended, from Seven Thousand One Hundred and NO/100 (\$7100.00) to Nine Thousand Six Hundred Eighty-Six and NO/100 (\$9686.00).

**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.

**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 1, 2012.**

**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.**

This Notice is required by Alabama law. In this Notice the term "you" means the Grantor named above.

**CAUTION - - IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTENTS OF THIS CONTRACT BEFORE YOU SIGN IT.**

**GRANTOR:**

x Sam Carter II (Seal)  
Sam Carter II

**LENDER:**

**CENTRAL STATE BANK**

x Carlene R. Hadaway (Seal)  
Authorized Signer

MODIFICATION OF MORTGAGE  
(Continued)

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This Modification of Mortgage prepared by:

Name: Diane Rachels, NMLS# 908111  
Address: P O Box 180  
City, State, ZIP: Calera, AL 35040

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 **Sam Carter II**, 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 1<sup>st</sup> day of November, 2012.

Diane Rachels  
Notary Public

My commission expires 8-17-14

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 Carlene R. Hadaway whose name as Sr. Vice President of **Central State 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 Sr. Vice President of **Central State Bank**, executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 1<sup>st</sup> day of November, 2012.

Diane Rachels  
Notary Public

My commission expires 8-17-14



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EXHIBIT A

A parcel of land in the NW 1/4 of the NE 1/4 of Section 1, Township 22 South, Range 1 West, being the same land described in a deed to Sam and Rosella Carter, recorded in Instrument #1994-05154, and being more particularly described as follows:


Commencing at a 2-inch pipe, found at the NE corner of Section 1; thence South 87 degrees 29 minutes 23 seconds West, along the North line of said Section, a distance of 2661.56 feet; thence South 00 degrees 02 minutes 27 seconds East, along the West line of the NW 1/4 of the NE 1/4 of Section 1 a distance of 723.22 feet to the NE right of way line of County Highway 47; thence South 30 degrees 25 minutes 49 seconds East, along said right of way a distance of 35.55 feet to a 1/2-inch rebar, set with a cap stamped "S. Wheeler RPLS 16165", for the point of beginning; thence South 30 degrees 25 minutes 49 seconds East along said right of way a distance of 110.01 feet to a 1/2-inch rebar, set with a cap stamped "S. Wheeler RPLS 16165"; thence along a curve in said right of way to the left having a radius of 5815.33 feet, an arc length of 99.99 feet, to a 1/2-inch rebar set with a cap stamped "S. Wheeler RPLS 16165"; thence North 59 degrees 34 minutes 11 seconds East, a distance of 314.14 feet to a 1/2-inch rebar, set with a cap stamped "S. Wheeler RPLS 16165"; thence North 30 degrees 25 minutes 49 seconds West a distance of 210.00 feet to a 1/2-inch rebar, set with a cap stamped "S. Wheeler RPLS 16165"; thence South 59 degrees 34 minutes 11 seconds West a distance of 315.00 feet, to the point of beginning.

According to survey of Sid Wheeler, RPLS 16165, dated June 25, 1996.

SCD #

Prepared by:  
Ret:

Central State Bank  
P.O. Box 180  
Calera, AL 35040

  
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