

**RECORDATION REQUESTED BY:**

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

**WHEN RECORDED MAIL TO:**

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

(Increase \$3,767.36)

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

**MODIFICATION OF MORTGAGE**

**THIS MODIFICATION OF MORTGAGE** dated August 9, 2013, is made and executed between Debra Dunaway and Brad Dunaway, Wife and Husband (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 December 21, 1999 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded 12/21/1999 under Instrument # 1999-51510 and last Modification of Mortgage Recorded 5/8/2012 under Instrument # 20120508000162150 in the Office of the Judge of Probate, Shelby County, Alabama.

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

1st Mortgage Dated 12/21/1999 and Last Modification of Mortgage Dated 8/9/2013, Vacant Residential Real Estate, Shelby County, Alabama

The Real Property or its address is commonly known as 361 Hwy 19, Montevallo, AL 35115.

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

Mortgagee allows mortgagor to increase the original Mortgage Agreement and last Modification of Mortgage Agreement from Twenty One Thousand Sixty Two and 64/100 Dollars (\$21,062.64) to Twenty Four Thousand Eight Hundred Thirty and 00/100 (\$24,830.00).

**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 AUGUST 9, 2013.**

**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 Debra Dunaway (Seal)  
Debra Dunaway

x Brad Dunaway (Seal)  
Brad Dunaway

**LENDER:**

**CENTRAL STATE BANK**

x [Signature] (Seal)  
Authorized Signer

20130815000332820 1/3 \$25.70  
Shelby Cnty Judge of Probate, AL  
08/15/2013 11:06:25 AM FILED/CERT

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 **Debra Dunaway and Brad Dunaway**, 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 9th day of August, 20 13.

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 Shane Schroeder whose name as 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 President of **Central State Bank**, executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 9th day of August, 20 13.

Diane Rachels  
Notary Public

My commission expires 8-17-14



20130815000332820 2/3 \$25.70  
Shelby Cnty Judge of Probate, AL  
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## EXHIBIT A

A map or plat of a tract of land situated in the North ½ of the North ½ of Fractional Section 12, Township 24 North, Range 12 East, Shelby County, Alabama described as follows:

Commence at the Northwest corner of Fraction Section 12, Township 24 North, Range 12 East, Shelby County, Alabama and run southeasterly along the North line of said Fractional Section 12 for a distance of 593 feet, more or less, to an iron marker; thence South 0 degrees 08 minutes 36 seconds West for a distance of 756.15 feet; thence North 75 degrees 10 minutes East for a distance of 135.0 feet; thence North 0 degrees 08 minutes 36 seconds East for a distance of 160.8 feet; thence North 10 degrees 58 minutes 33 seconds East for a distance of 269.45 feet; thence North 82 degrees 02 minutes 46 seconds East for a distance of 146.48 feet; thence North 7 degrees 57 minutes 14 seconds for a distance of 148.15 feet, more or less, to a point of intersection with the North line of said Fraction 12; thence North 63 degrees 48 minutes West for a distance of 384.6 feet to point of beginning.

ALSO, an easement for ingress, egress and public utilities and being 20.0 feet wide and lying Southwesterly of a line described as follows: Commence at the Northwest corner of the North ½ of the North ½ of Fractional Section 12, Township 24 North, Range 12 East, Shelby County, Alabama and run southeasterly along the North line of said Fractional section 12 for a distance of 977.6 feet to point of beginning of herein described easement; thence continue along last described course for a distance of 100.62 feet to a point of intersection with the westerly right of way line of a public road and point of ending of said easement line.

