

DAVIS JR
50882273

WHEN RECORDED, RETURN TO:
FIRST AMERICAN TITLE INSURANCE CO.
1100 SUPERIOR AVENUE, SUITE 200
CLEVELAND, OHIO 44114
NATIONAL RECORDING
SERVISFIRST BANK
850 SHADES CREEK PARKWAY SUITE 200
BIRMINGHAM, AL 35209

20160119000017340
01/19/2016 08:42:47 AM
MORTAMEN 1/2

SEND TAX NOTICES TO:

ELIZABETH G. DAVIS
JOHN B. DAVIS, JR.
119 DEERWOOD LAKE DRIVE
HARPERSVILLE, AL 35078-0000

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



MODIFICATION OF MORTGAGE

50882273



00000000010005741300074012222015

THIS MODIFICATION OF MORTGAGE dated December 22, 2015, is made and executed between ELIZABETH G. DAVIS and JOHN B. DAVIS, JR., Wife and Husband, whose address is 119 DEERWOOD LAKE DRIVE, HARPERSVILLE, AL 35078; (referred to below as "Grantor") and ServisFirst Bank, whose address is 850 SHADES CREEK PARKWAY, SUITE 200, BIRMINGHAM, AL 35209 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated July 23, 2010 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

Recorded August 20, 2010 in Instrument No. 2010820000268090.

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

LOT 10, ACCORDING TO MAP OF DEERWOOD LAKE AS RECORDED IN MAP BOOK 6, PAGE 30 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

The Real Property or its address is commonly known as 119 DEERWOOD LAKE DRIVE, HARPERSVILLE, AL 35078.

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


The principal amount of the Mortgage, which originally was \$75,000.00 (on which any required taxes already have been paid), now is increased by an additional \$48,000.00. Current amount of indebtedness is \$71,937.64.

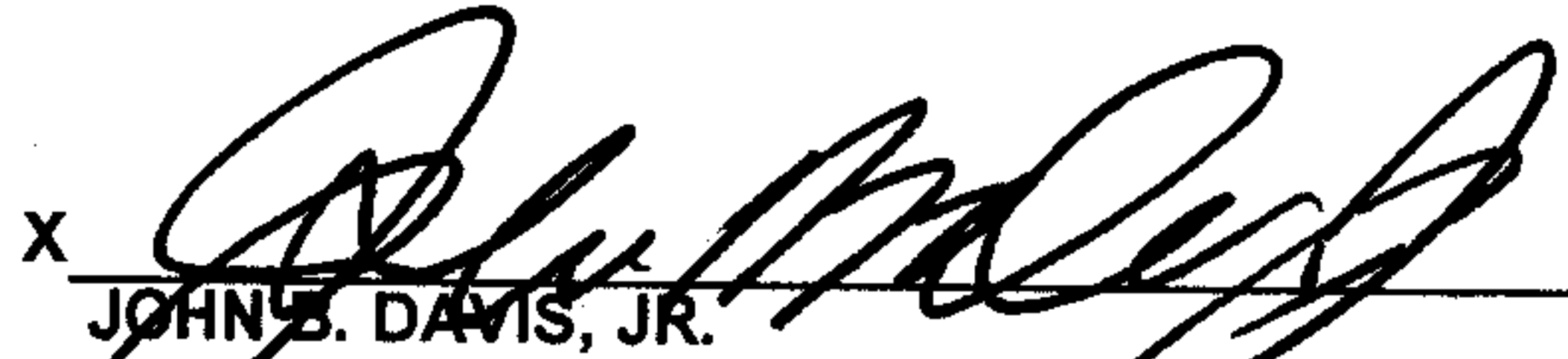
CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right 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 hereby ratifies and affirms that Grantor's liability shall continue in full force and effect through and including the Note's now extended maturity date and that Grantor has no defenses, setoffs, or other claims against Lender arising out of this credit facility. If it is determined that any other person or entity other than Lender shall have a lien, encumbrance, or claim of any type which has a legal priority over any term of this Modification, the original terms of the Note and Mortgage shall be severable from this Modification and separately enforceable from the terms thereof as modified hereby in accordance with their original terms, and Lender shall maintain all legal or equitable priorities which were in existence before the date of execution of this Modification. It is understood by and is the intention of the parties hereto that any legal or equitable priorities of Lender over any party which were in existence before the date of execution of this Modification shall remain in effect after the execution of this Modification.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED DECEMBER 22, 2015.

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:


ELIZABETH G. DAVIS (Seal)

X 
JOHN B. DAVIS, JR. (Seal)

LENDER:

SERVISFIRST BANK


CHAD GOODWIN, Assistant Vice President (Seal)

This Modification of Mortgage prepared by:

Name: CONNIE PARHAM
Address: 850 SHADES CREEK PARKWAY
City, State, ZIP: BIRMINGHAM, AL 35209

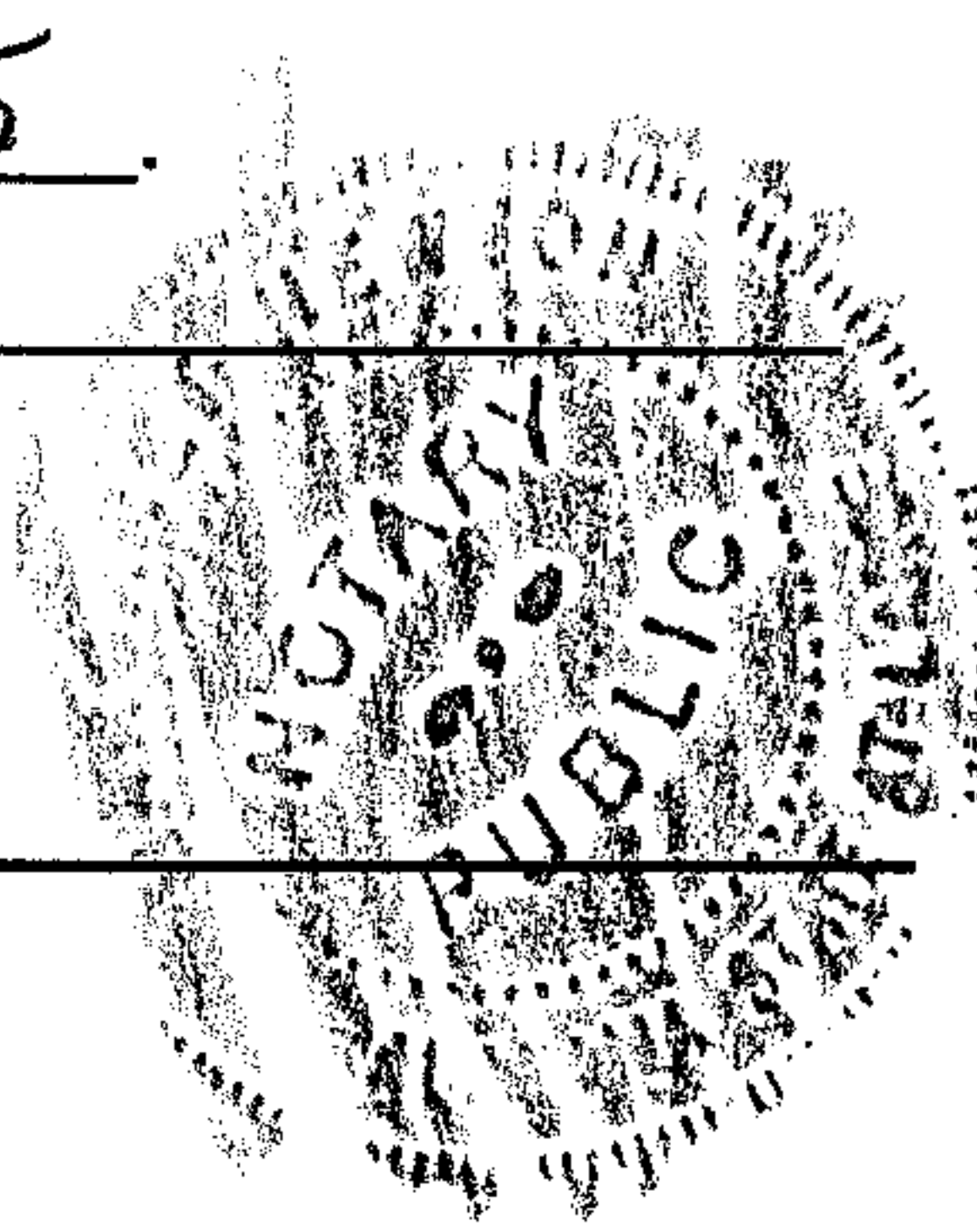
INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama)
COUNTY OF Jefferson) SS
20160119000017340 01/19/2016 08:42:47 AM MORTAMEN 2/2

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that ELIZABETH G. DAVIS, 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 22nd day of December, 2015.
Margaret Newton
Notary Public

MY COMMISSION EXPIRES:
My commission expires March 25, 2019



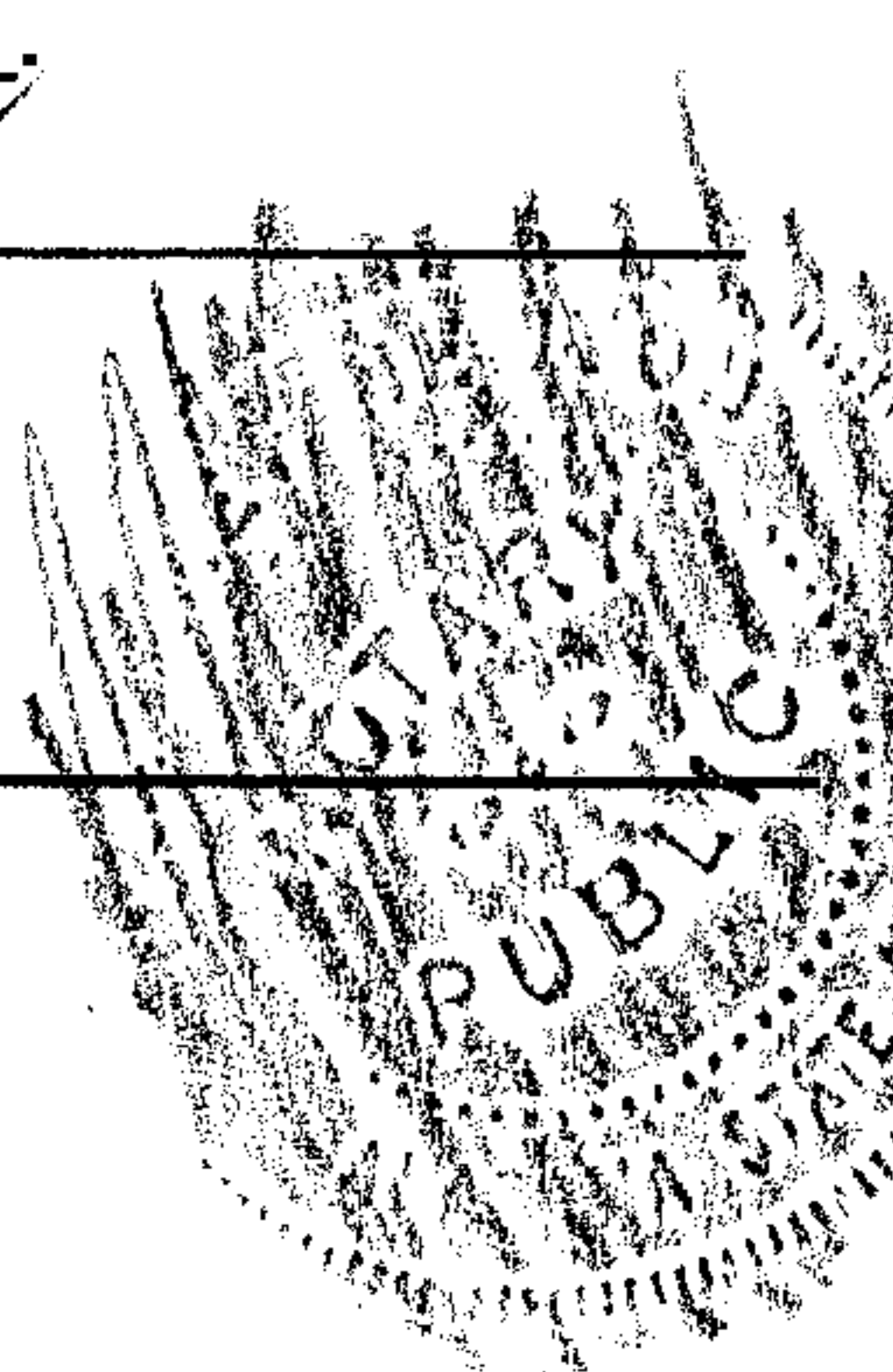
INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama)
COUNTY OF Jefferson) SS

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that JOHN B. DAVIS, JR., 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 22nd day of December, 2015.
Margaret Newton
Notary Public

MY COMMISSION EXPIRES:
My commission expires March 25, 2019



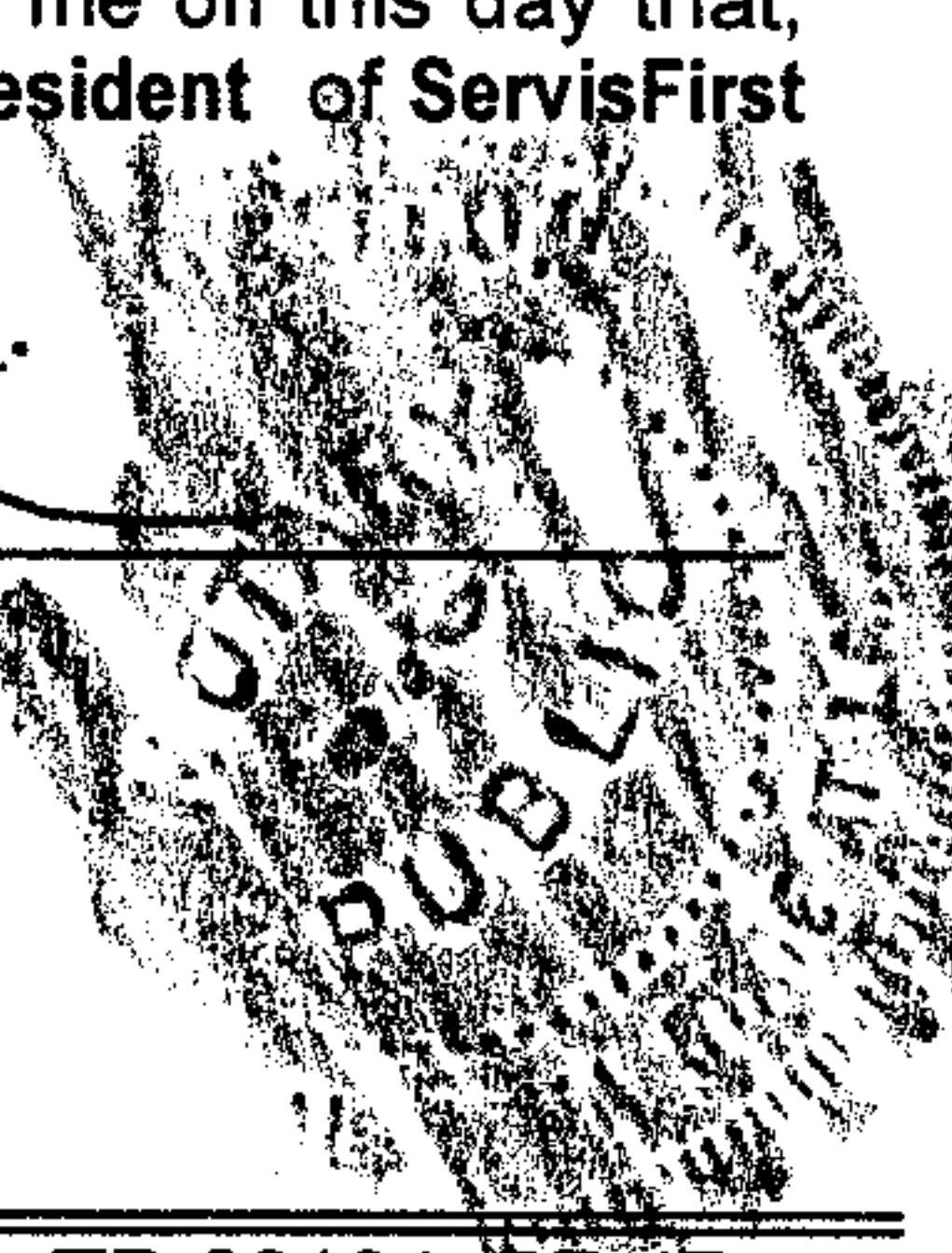
LENDER ACKNOWLEDGMENT

STATE OF Alabama)
COUNTY OF Jefferson) SS

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that CHAD GOODWIN whose name as Assistant Vice President of ServisFirst 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 Assistant Vice President of ServisFirst Bank, executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 22nd day of December, 2015.
Margaret Newton
Notary Public

MY COMMISSION EXPIRES:
My commission expires March 25, 2019



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
01/19/2016 08:42:47 AM
\$89.00 CHERRY
20160119000017340

[Signature]