

TC

WHEN RECORDED MAIL TO:  
SERVISFIRST BANK  
2500 WOODCREST PLACE  
BIRMINGHAM, AL 35209

SEND TAX NOTICES TO:  
PATRICK HAYES KEARBEEY  
KENDALL BROOKE KEARBEEY  
8221 OLD HWY 280  
CHELSEA, AL 35043

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

## MODIFICATION OF MORTGAGE



\*00000000000003611900074012042018\*

THIS MODIFICATION OF MORTGAGE dated December 4, 2018, is made and executed between HAYES KEARBEEY aka PATRICK HAYES KEARBEEY and BROOKE KEARBEEY aka KENDALL BROOKE KEARBEEY, whose address is 8221 OLD HWY 280, CHELSEA, AL 35043; Husband and Wife (referred to below as "Grantor") and ServisFirst Bank, whose address is 2500 WOODCREST PLACE, BIRMINGHAM, AL 35209 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated May 3, 2018 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

Recorded on May 25, 2018, in instrument number 20180525000184770 in the office of Shelby County Probate.

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

See EXHIBIT A, which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 8225 OLD HWY 280, CHELSEA, AL 35043.

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

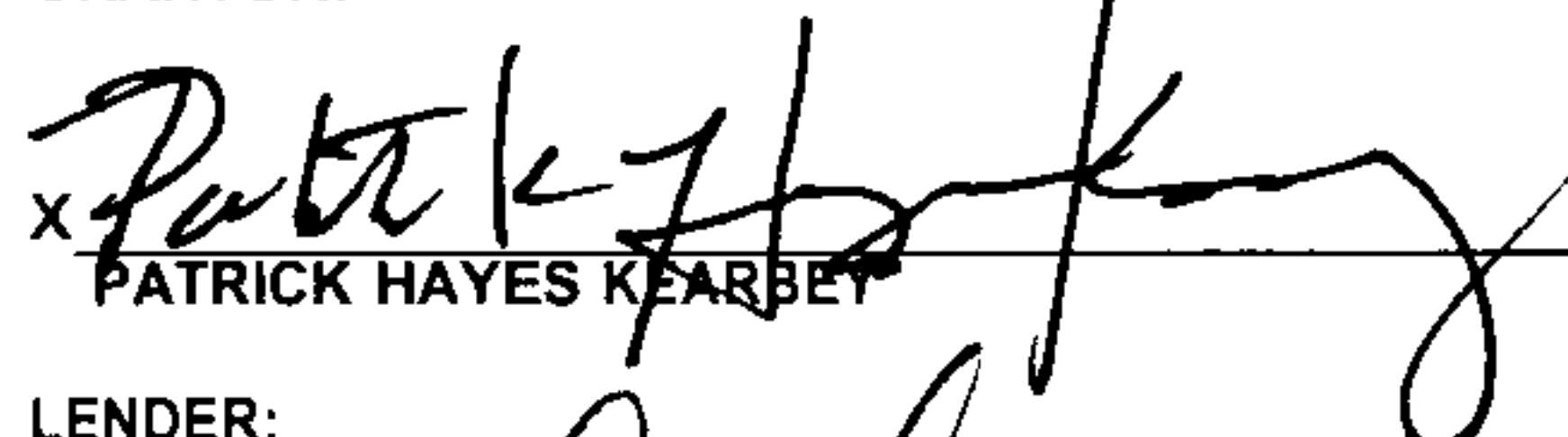
The principal amount of the Mortgage, which was \$314,400.00 (on which any required taxes already have been paid), is now increased to \$337,125.00. Current amount of indebtedness is \$297,125.03.


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 4, 2018.

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)  
PATRICK HAYES KEARBEEY

X  (Seal)  
KENDALL BROOKE KEARBEEY


LENDER:

SERVISFIRST BANK

X  (Seal)  
EVAN JOHNSON, Private Banking Officer

This Modification of Mortgage prepared by:

Name: L. JONES  
Address: 2500 WOODCREST PLACE  
City, State, ZIP: BIRMINGHAM, AL 35209

  
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Shelby Cnty Judge of Probate, AL  
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## 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 PATRICK HAYES KEARBEEY and KENDALL BROOKE KEARBEEY, 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 said Modification, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 4 day of December, 20 18.

Elizabeth Bailey Troiano  
Notary Public

My commission expires September 22, 2020

## 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 EVAN JOHNSON whose name as Private Banking Officer 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 Private Banking Officer of ServisFirst Bank, executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 4 day of December, 20 18.

Elizabeth Bailey Troiano  
Notary Public

My commission expires September 22, 2020

## Originator Names and Nationwide Mortgage Licensing System and Registry IDs:

Organization: **SERVISFIRST BANK**

NMLSR ID: **556357**

Individual: **CHARLES EVAN JOHNSON**

NMLSR ID: **1721663**

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**EXHIBIT "A"**

**Begin at the SW corner of the NE 1/4 of the NW 1/4 of Section 25, Township 19 South, Range 1 West, Shelby County, Alabama, said point being the point of beginning; thence N 90° 00' 00" E, a distance of 130.25 feet; thence S 01° 08' 15" W, a distance of 378.50 feet; thence N 90° 00' 00" W, a distance of 460.15 feet; thence N 01° 08' 15" E, a distance of 3778.50 feet; thence N 90° 00' 00" E, a distance of 329.90 feet to the point of beginning.**

**Also and including a 30 foot easement as recorded in Instrument No. 20080714000284790, in the Office of the Judge of Probate of Shelby County, Alabama.**

**Also and including and subject to a 30 foot easement being the extension of above said 30 foot easement, lying 15 feet either side of and parallel to the following described centerline: Commence at the SW corner of the NE 1/4 of the NW 1/4 of Section 25, Township 19 South, Range 1 West, Shelby County, Alabama; thence N 90° 00' 00" E, a distance of 115.25 feet to the point of beginning to said centerline; thence S 01° 08' 15" W, a distance of 30.60 feet to the point of ending of said centerline.**



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