

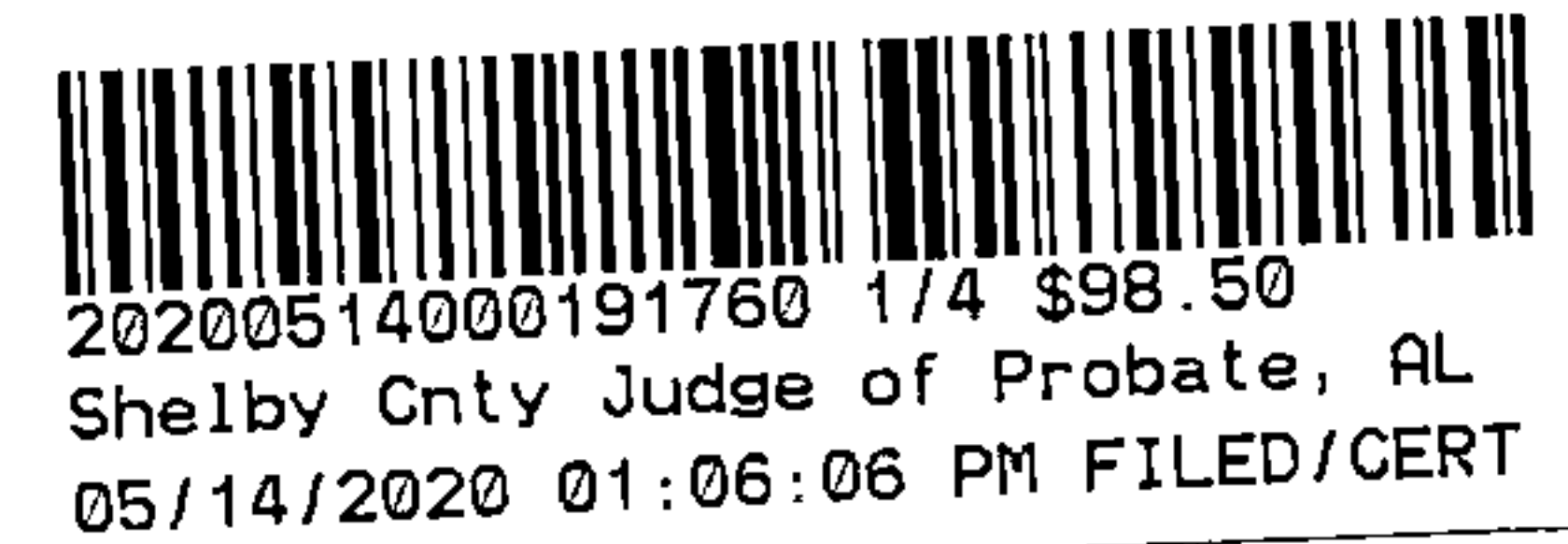
THIS INSTRUMENT PREPARED BY:

Central State Bank
11025 Highway 25
Calera, AL 35040-0000

AFTER RECORDING RETURN TO:

Central State Bank
PO Box 180
Calera, AL 35040-0000

Shelby Co. 80%
Jeff Co 20%



Increased by \$45,000.00

(Space Above This Line For Recording Data)

MODIFICATION AGREEMENT - MORTGAGE

THIS MODIFICATION AGREEMENT ("Agreement") is made this 13th day of November, 2019, between JAMES M CLAYTON, HUSBAND AND WIFE, whose address is 5330 MEADOWLARK LANE, BIRMINGHAM, Alabama 35242, and S ELIZABETH CLAYTON, whose address is 5330 MEADOWLARK LN, BIRMINGHAM, Alabama 35242 ("Mortgagor"), and Central State Bank whose address is P.O. BOX 180, Calera, Alabama 35040 ("Lender").

Central State Bank and Mortgagor entered into a Mortgage dated November 26, 2007 and Instrument # 20181001000349230 (Shelby County) and Instrument # 2018105464, records of County of Shelby, State of Alabama ("Mortgage"). The Mortgage covers the following described real property:

Address: Oak Street, Leeds, Alabama 35094

Legal Description: Mortgage Dated 11/26/07, Modified 9/21/15 & Last Modified 11/13/19 VACANT REAL ESTATE SHELBY & JEFFERSON CO, AL, Mortgage Dated 9/4/18 VACANT REAL ESTATE SHELBY & JEFFERSON CO, AL

It is the express intent of the Mortgagor and Lender to modify the terms and provisions set forth in the Mortgage. Mortgagor and Lender hereby agree to modify the Mortgage as follows:

- Increase mortgage to Two Hundred Twenty Three Thousand Dollars and xx/100 (\$223,000.00) from One Hundred Seventy Eight Thousand Dollars and xx/100 (\$178,000.00).

Mortgagor and Lender agree that the Mortgage including such changes, modifications, and amendments as set forth herein, shall remain in full force and effect with respect to each and every term and condition thereof and nothing herein contained shall in any manner affect the lien of the Mortgage on the Property. Nothing contained herein shall in any way impair the Mortgage or the security now held for the indebtedness thereunder, or alter, waive, annul, vary, or affect any provision, term, condition, or covenant therein, except as herein provided, nor affect or impair any rights, powers, privileges, duties, or remedies under the Mortgage it being the intent of Mortgagor and Lender that the terms and provisions thereof shall continue in full force and effect, except as specifically modified herein. Nothing in this Agreement shall constitute a satisfaction of the promissory note or notes, or other credit agreement or agreements secured by the Mortgage.

Lender's consent to this Agreement does not waive Lender's right to require strict performance of the Mortgage modified above, nor obligate Lender to make any future modifications. Any guarantor or cosigner shall not be released by virtue of this Agreement.

If any Mortgagor who signed the original Mortgage does not sign this Agreement, then all Mortgagors signing below acknowledge that this Agreement is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Agreement 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.



This Agreement shall be binding upon the heirs, successors, and assigns with respect to parties hereto. Whenever used, the singular shall include the plural, the plural, the singular, and the use of any gender shall be applicable to all genders.

ORAL AGREEMENTS DISCLAIMER. This Agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

By signing below, Mortgagor and Lender acknowledge that they have read all the provisions contained in this Agreement, and that they accept and agree to its terms.

James M Clayton 11/13/19

JAMES M CLAYTON Date
Individually

S Elizabeth Clayton 11/13/19

S ELIZABETH CLAYTON Date
Individually

INDIVIDUAL ACKNOWLEDGMENT

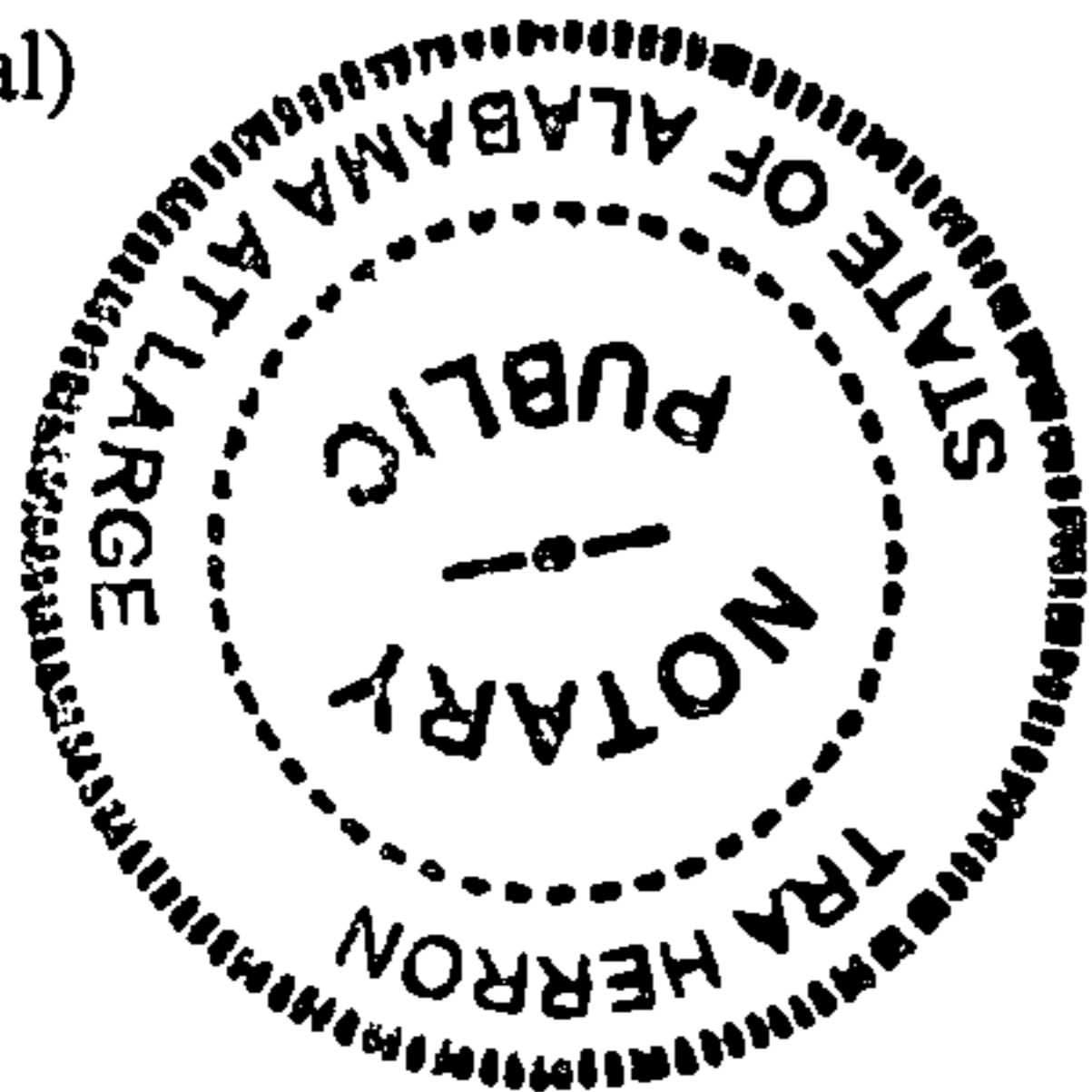
STATE OF ALABAMA)
COUNTY OF *Shelby*)

I, the undersigned authority, a Notary Public, do hereby certify that JAMES M CLAYTON, HUSBAND AND WIFE, and S ELIZABETH CLAYTON, whose names are signed to the foregoing and who are known to me, acknowledged before me on this day that, being informed of the contents of the Modification Agreement, they executed the same, voluntarily, on the day the same bears date. Given under my hand this

My commission expires:

MY COMMISSION EXPIRES 03/18/2020

(Official Seal)



[Signature]

the undersigned authority
Notary Public
Identification Number



20200514000191760 2/4 \$98.50
Shelby Cnty Judge of Probate, AL
05/14/2020 01:06:06 PM FILED/CERT

LENDER: Central State Bank

Shane Schroeder 3/11/2020

By: Shane Schroeder Date
Its: President

BUSINESS ACKNOWLEDGMENT

STATE OF ALABAMA)
COUNTY OF Shelby)

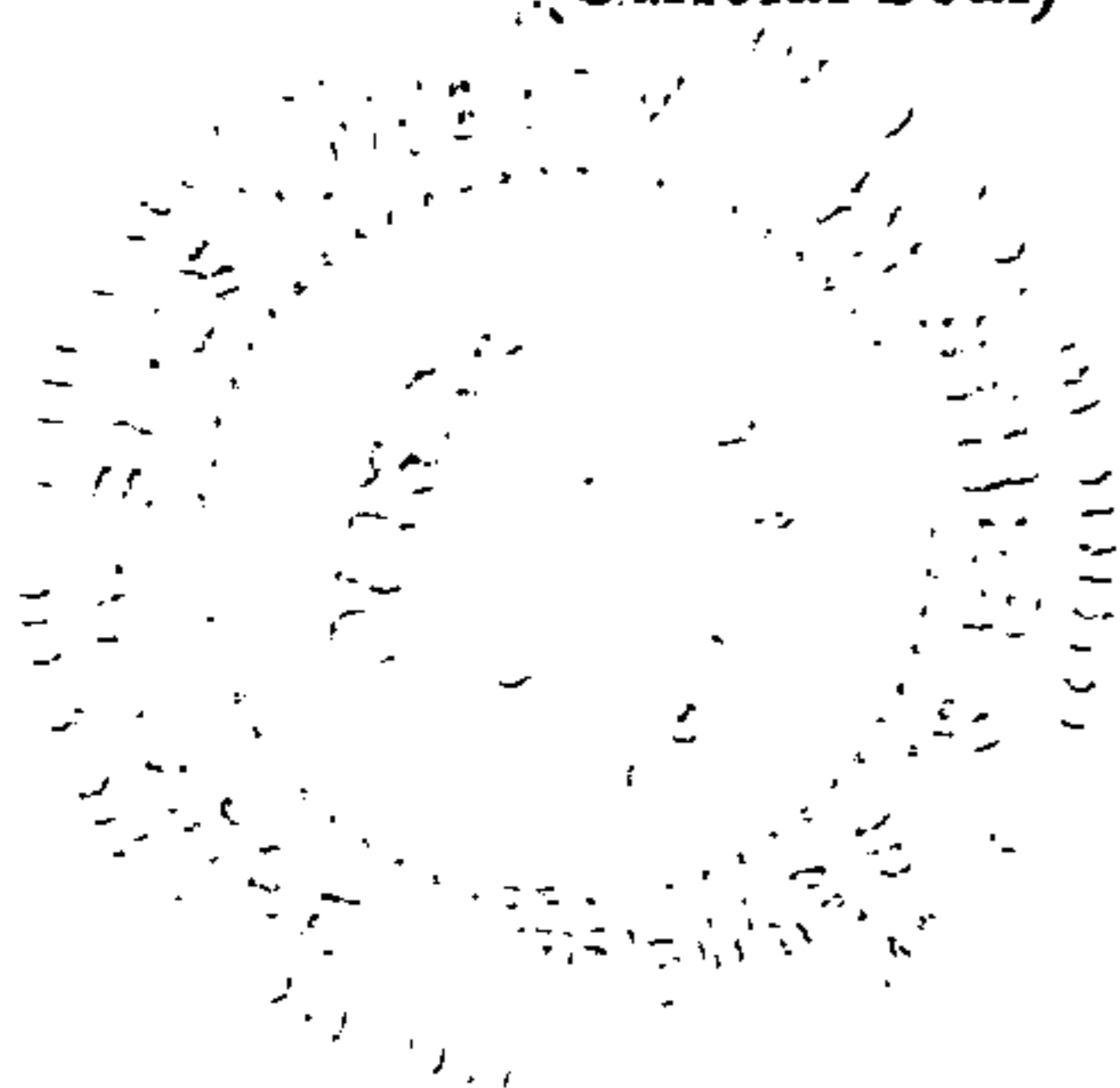
I, the undersigned authority, Notary Public in and for said County and in said State, hereby certify that Shane Schroeder, President of Central State Bank, a(n) Alabama Federal Reserve Member Bank, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he or she, in his or her official capacity and with full authority, executed the same voluntarily for and as the act of said Federal Reserve Member Bank.

Given under my hand this the

~~My commission expires~~ **My Commission Expires May 8, 2023**

Heather S. Sewell
the undersigned authority
Notary Public

(Official Seal)



20200514000191760 3/4 \$98.50
Shelby Cnty Judge of Probate, AL
05/14/2020 01:06:06 PM FILED/CERT

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL I:

The SE ¼ of Section 28, Township 17 South, Range 1 East, Shelby County, Alabama.

LESS AND EXCEPT THE FOLLOWING PARCELS:

Part of the S ½ of the SE ¼ of Section 28, Township 17 South, Range 1 East, Shelby County, Alabama, being more particularly described as follows:

Beginning at an existing ½ inch iron rebar set by J. S. Parks and being the locally accepted SW corner of the SE ¼ of the said Section 28 turn in a northerly direction along the West line of the SW ¼ of SE ¼ of Section 28 for a distance of 663.17 feet to an existing PK nail set in a rock; thence turn an angle to the right of 90 degrees 23 minutes 05 seconds and run in an easterly direction for a distance of 1578.0 feet to an existing iron rebar set by Weygand; thence turn an angle to the right of 89 degrees 40 minutes 06 seconds and run in a southerly direction for a distance of 666.14 feet to an existing iron rebar set by Weygand and being on the South line of said Section 28; thence turn an angle to the right of 90 degrees 16 minutes 48 seconds and run in a westerly direction along the South line of said Section 28 for a distance of 200.0 feet to an existing angle iron; thence turn an angle to the right of 0 degrees 11 minutes 21 seconds and run in a westerly direction along the South line of the SW ¼ of the SE ¼ of said Section 28 for a distance of 1317.41 feet, more or less, to the point of beginning.

AND

Part of the SE ¼ of the SE ¼ of Section 28, Township 17 South, Range 1 East, Shelby County, Alabama, being more particularly described as follows:

Beginning at an existing 3 inch capped iron pipe being the locally accepted SE corner of said Section 28, run in a westerly direction along the South line of said Section 28 for a distance of 1136.62 feet to an existing iron rebar set by Weygand; thence turn an angle to the right of 89 degrees 43 minutes 12 seconds and run in a northerly direction for a distance of 898.34 feet to an existing iron rebar set by Weygand; thence turn an angle to the right of 90 degrees 20 minutes 18 seconds and run in an easterly direction for a distance of 1111.49 feet to an existing iron rebar set by Weygand and being on the East line of said SE ¼ of SE ¼ of said Section 28; thence turn an angle to the right of 88 degrees 03 minutes 25 seconds and run in a southerly direction along the East line of said SE ¼ of SE ¼ for a distance of 897.68 feet, more or less, to the point of beginning.

PARCEL II:

A parcel of land lying in the Southwest ¼ of the Northeast ¼ and the Southeast ¼ of the Northeast ¼ of Section 28, Township 17 South, Range 1 East, Jefferson County, Alabama, being more particularly described as follows;

Commence at the Southwest corner of the Southwest ¼ of the Northeast ¼ of Section 28, Township 17 South, Range 1 East, Jefferson County, Alabama; thence run East along said ¼-1/4 line for a distance of 657.33 feet to an iron pin set; said point being the POINT OF BEGINNING of the following described parcel; thence continue along last course for a distance of 1941.75 feet; thence to an iron pin set; thence deflect an angle left of 91 degrees 10 minutes 07 seconds and run a distance of 639.13 feet to an iron pin found; thence deflect an angle left of 86 degrees 27 minutes 00 seconds and run a distance of 1658.20 feet to an iron pin found; thence deflect an angle of 52 degrees 33 minutes 00 seconds and run a distance of 119.40 feet to an iron pin set; thence deflect an angle right of 24 degrees 47 minutes 00 seconds and run a distance of 208.40 feet to an iron pin set; thence deflect an angle right of 89 degrees 48 minutes 42 seconds and run a distance of 80.76 feet to an iron pin found; thence deflect an angle left of 114 degrees 25 minutes 49 seconds and run a distance of 43.29 feet to an iron pin set; thence deflect an angle left of 82 degrees 40 minutes 24 seconds and run a distance of 24.55 feet to an iron pin found; thence deflect an angle right of 40 degrees 33 minutes 55 seconds and run a distance of 481.13 feet to the POINT OF BEGINNING.



20200514000191760 4/4 \$98.50
Shelby Cnty Judge of Probate, AL
05/14/2020 01:06:06 PM FILED/CERT
20181001000349230 6/6 \$183.00
Shelby Cnty Judge of Probate, AL
10/01/2018 12:14:33 PM FILED/CERT