

20200724000310410
07/24/2020 08:56:12 AM
MORTAMEN 1/3

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

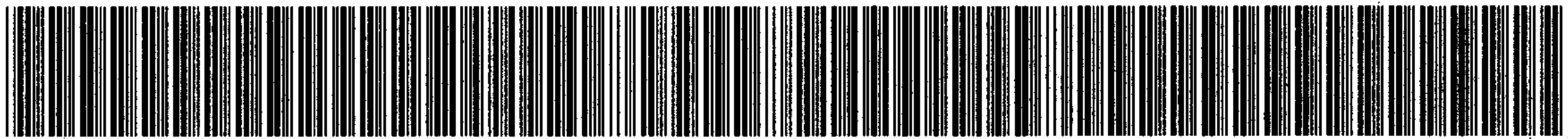
SEND TAX NOTICES TO:
JOE KELLEY
MARGARET KELLEY
1020 LEGACY DRIVE
BIRMINGHAM, AL 35242

Return to: Dawn Tetlak/AEG
5455 Detroit Rd, STE B
Sheffield Village, OH 44054
440-716-1820 3

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

5031076-03

MODIFICATION OF MORTGAGE



*000000000100138205%0740%06222020%*****

THIS MODIFICATION OF MORTGAGE dated June 22, 2020, is made and executed between JOE KELLEY, whose address is 1020 LEGACY DRIVE, BIRMINGHAM, AL 35242 and MARGARET KELLEY, whose address is 1020 LEGACY DRIVE, BIRMINGHAM, AL 35242; 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 29, 2020 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED 06/05/20; INSTRUMENT NUMBER 20200605000226940.

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 1020 LEGACY DRIVE, BIRMINGHAM, AL 35242.

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

The principal amount of the Mortgage, which was \$189,600.00 (on which any required taxes already have been paid), now is increased to \$233,250.00. Current amount of indebtedness is \$189,600.00.

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 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 JUNE 22, 2020.

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 Joe Kelley (Seal)
JOE KELLEY

x Margaret Kelley (Seal)
MARGARET KELLEY

LENDER:

SERVISFIRST BANK
x Kiley Elmore (Seal)
KILEY ELMORE, Vice President

This Modification of Mortgage prepared by:

Name: CASSANDRA CLIME
Address: 2500 WOODCREST PLACE
City, State, ZIP: BIRMINGHAM, AL 35209

MODIFICATION OF MORTGAGE
(Continued)

Loan No: 100138205

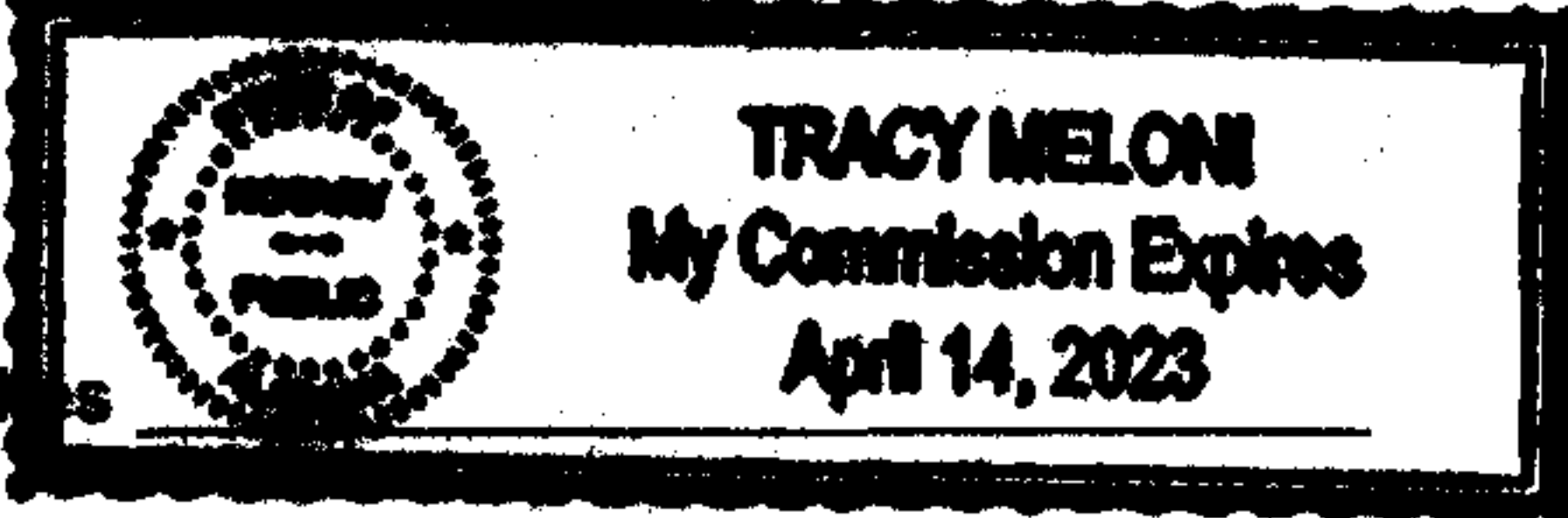
Page 2

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 JOE KELLEY and MARGARET KELLEY, 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 22 day of June, 2020.



My commission expires

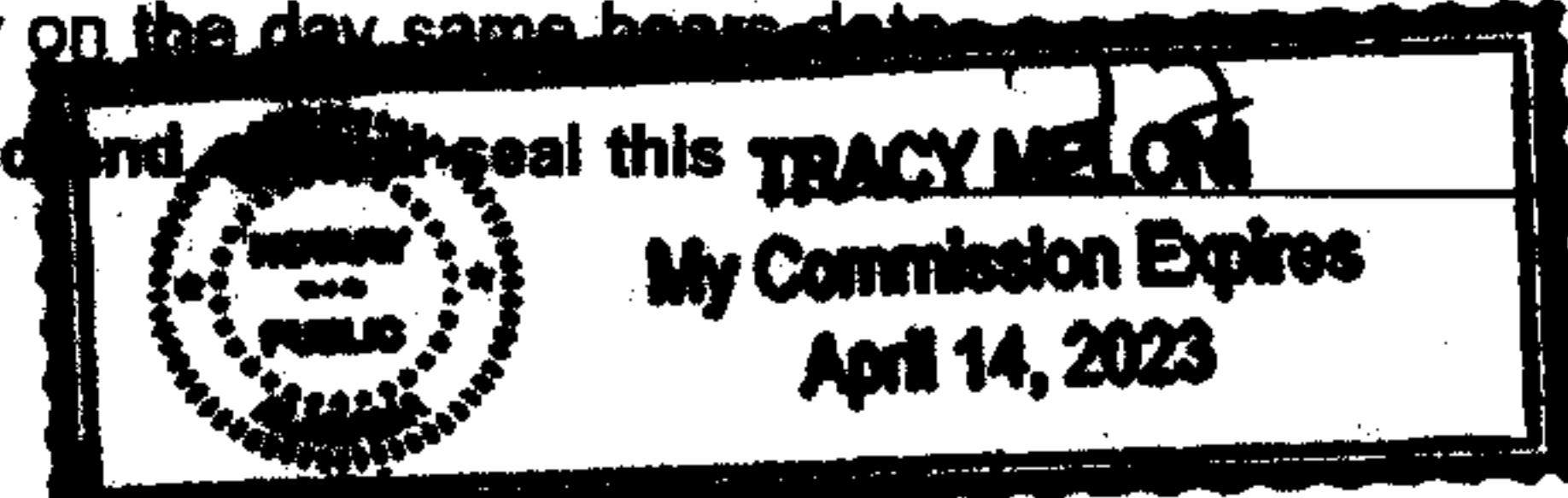
Notary Public

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 KILEY ELMORE whose name as 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 Vice President of ServisFirst Bank, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 22 day of June, 2020.



My commission expires

Notary Public

EXHIBIT A

THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED IN THE
COUNTY OF SHELBY, STATE OF ALABAMA, TO-WIT:

LOT 101, ACCORDING TO THE SURVEY OF GREYSTONE LEGACY,
FIRST SECTOR, AS RECORDED IN MAP BOOK 26, PAGE 79 A, B AND
C, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

SUBJECT TO EASEMENTS, RESTRICTIVE COVENANTS, SET BACK
LINES, LIMITATIONS, RIGHTS OF WAYS AS SHOWN BY PUBLIC
RECORDS.

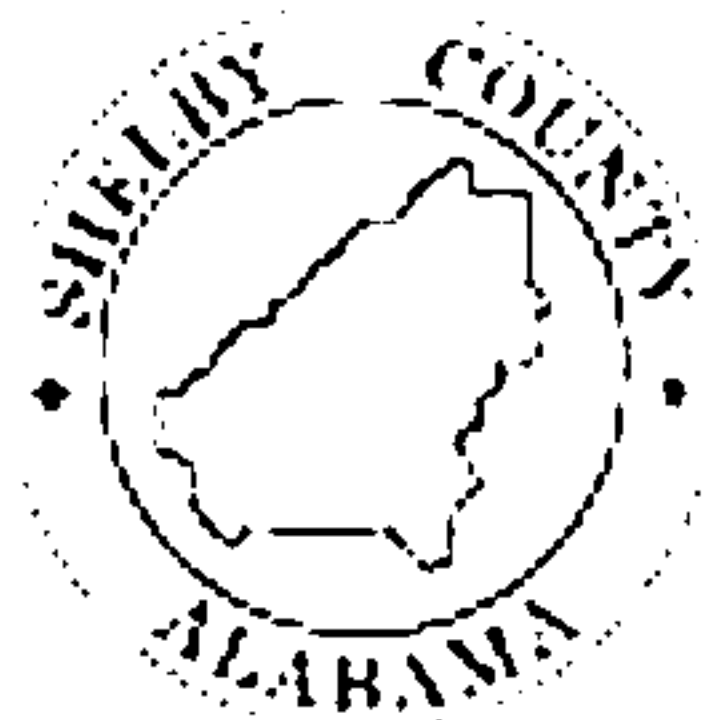
SUBJECT TO MINERAL AND MINING RIGHTS IF NOT OWNED BY
GRANTOR.

THIS BEING THE SAME PROPERTY CONVEYED TO JOE KELLEY
AND MARGARET C. KELLEY, FOR AND DURING THEIR JOINT LIVES
AND UPON THE DEATH OF EITHER OF THEM, THEN TO THE
SURVIVOR OF THEM, DATED 09/07/2017 AND RECORDED ON
09/12/2017 IN INSTRUMENT NO. 20170912000331370, IN THE SHELBY
COUNTY RECORDERS OFFICE.

PARCEL NO. 03 5 22 3 002 001.000

Order Number: 5031076

Address: 1020 LEGACY DR, BIRMINGHAM, AL



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
07/24/2020 08:56:12 AM
\$312.40 JESSICA
20200724000310410

Allen S. Bayl