

THIS INSTRUMENT PREPARED BY:

Central State Bank
57 Highway 87
Calera, AL 35040-0000

AFTER RECORDING RETURN TO:

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



20201222000588140 1/5 \$94.00
Shelby Cnty Judge of Probate, AL
12/22/2020 01:19:44 PM FILED/CERT

Increased by \$40,000.00

(Space Above This Line For Recording Data)

NMLS COMPANY IDENTIFIER: 476528

NMLS ORIGINATOR IDENTIFIER: 709949

MODIFICATION AGREEMENT - MORTGAGE

THIS MODIFICATION AGREEMENT ("Agreement") is made this 3rd day of December, 2020, between KYLE WOODS and WENDY WOODS, husband and wife, whose address is 1059 LONGLEAF LAKE DR, BESSEMER, Alabama 35022 ("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 May 8, 2020 and recorded at Instrument # 20200522000206470, records of County of Shelby, State of Alabama ("Mortgage"). The Mortgage covers the following described real property:

Address: 6530 HWY 17, MAYLENE, Alabama 35114

Legal Description: 1st Mortgage Dated May 8, 2020 and Modified December 3, 2020 Residential Real Estate Shelby County Alabama

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 FROM FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) TO FIVE HUNDRED FORTY THOUSAND AND NO/100 DOLLARS (\$540,000.00).

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.

KYLE WOODS

12-3-20
Date

WENDY WOODS

12-3-20
Date

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned authority, a Notary Public, do hereby certify that KYLE WOODS and WENDY WOODS, husband and wife, 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 3rd day of December, 2020.

My commission expires:

My Commission Expires August 14, 2024

[Signature]
the undersigned authority
Notary Public
Identification Number

(Official Seal)



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LENDER: Central State Bank

DA Comer
By: David Comer
Its: Loan Officer

12-18-20
Date

BUSINESS ACKNOWLEDGMENT

STATE OF ALABAMA)
COUNTY OF SHELBY)

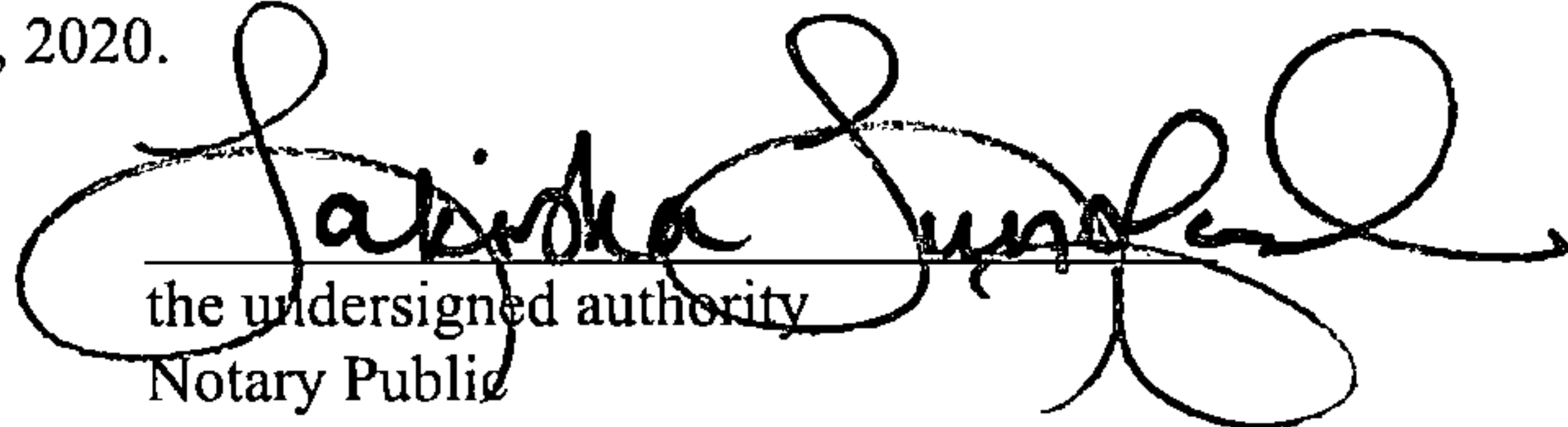
I, the undersigned authority, Notary Public in and for said County and in said State, hereby certify that David Comer, Loan Officer of Central State Bank, a(n) Alabama Federal Reserve Member Bank, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this 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 3rd day of December, 2020.

My commission expires:

My Commission Expires August 14, 2024

(Official Seal)


the undersigned authority
Notary Public



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EXHIBIT A

A parcel of land being a portion of a parcel as recorded in Instrument #20171026000387800 in the Probate Office of Shelby County, Alabama, situated in the Southwest Quarter of the Northeast Quarter, the Northwest Quarter of the Southeast Quarter, the Northeast Quarter of the Southwest Quarter, and the Southeast Quarter of the Northwest Quarter of Section 33, Township 20 South, Range 3 West, Shelby County, Alabama, and being more particularly described as follows:
Commence at the Southwest corner of the Northwest Quarter of the Southeast Quarter of Section 33, Township 20 South, Range 3 West, Shelby County, Alabama; thence North 88 degrees 43 minutes 59 seconds West a distance of 206.28 feet to a point in the centerline of a branch; thence along the centerline of said branch the following bearings and distances: North 28 degrees 53 minutes 34 seconds a distance of 64.84 feet; North 40 degrees 56 minutes 40 seconds West a distance of 100.49 feet; North 00 degrees 09 minutes 43 seconds West a distance of 388.85 feet to the point of beginning; thence continue North 00 degrees 09 minutes 43 seconds West a distance of 925.95 feet; North 01 degrees 26 minutes 28 seconds East a distance of 383.31 feet; North 67 degrees 39 minutes 45 seconds West a distance of 65.48 feet; North 04 degrees 43 minutes 07 seconds West a distance of 64.17 feet to a point in the centerline of Beaverdam Creek; thence along the centerline of Beaverdam Creek the following bearings and distances; North 62 degrees 16 minutes 18 seconds East a distance of 172.99 feet; South 51 degrees 48 minutes 56 seconds East a distance of 39.14 feet; South 14 degrees 23 minutes 07 seconds West a distance of 76.28 feet; South 00 degrees 45 minutes 39 seconds East a distance of 40.13 feet; South 42 degrees 49 minutes 39 seconds East a distance of 80.75 feet; South 12 degrees 20 minutes 33 seconds East a distance of 75.33 feet; North 61 degrees 50 minutes 40 seconds East a distance of 49.02 feet; North 45 degrees 24 minutes 30 seconds East a distance of 55.69 feet; South 81 degrees 40 minutes 22 seconds East a distance of 19.74 feet to the Southwesterly corner of Lot 4 of Windford's Family Lake Lot Subdivision, as recorded in Map Book 39, Page 145, in the Probate Office of Shelby County, Alabama, said corner being a corner in common with the Northwest corner of a 10-acre tract of land, recorded in Instrument #20190206000039840, in the Probate Office of Shelby County, Alabama; thence leaving the centerline of Beaverdam Creek run South 00 degrees 45 minutes 10 seconds East along the Westerly line of said 10-acre tract a distance of 288.89 feet to the Southwest corner of said 10-acre tract; thence along the Southerly line of said 10-acre tract the following bearings and distance: South 68 degrees 59 minutes 48 seconds East a distance of 442.34 feet; North 71 degrees 40 minutes 16 seconds East a distance of 87.64 feet; South 43 degrees 21 minutes 11 seconds East a distance of 186.88 feet; South 71 degrees 17 minutes 36 seconds East a distance of 184.26 feet; South 58 degrees 58 minutes 13 seconds East a distance of 104.89 feet; South 84 degrees 40 minutes 58 seconds East a distance of 103.00 feet; North 00 degrees 48 minutes 16 seconds East a distance of 20.25 feet; North 46 degrees 30 minutes 08 seconds East a distance of 39.34 feet; North 74 degrees 41 minutes 38 seconds East a distance of 196.86 feet; South 65 degrees 09 minutes 23 seconds East a distance of 97.09 feet to a point on the West right of way of Shelby County Highway No. 17; thence along said right of way with a curve turning to the left with an arc length of 34.68 feet, a radius of 1,313.07 feet, a chord bearing of South 00 degrees 56 minutes 12 seconds West with a chord length of 34.68 feet; thence run South 00 degrees 10 minutes 48 seconds West along said right of way a distance of 150.69 feet to a point in the centerline of Beaverdam Creek; thence along the centerline of Beaverdam Creek; thence along the centerline of Beaverdam Creek the following bearings and distances: North 30 degrees 15 minutes 04 seconds West a distance of 88.02 feet; North 54 degrees 29 minutes 29 seconds West a distance of 100.19 feet; North 81 degrees 50 minutes 28 seconds West a distance of 45.68 feet; South 77 degrees 56 minutes 02 seconds West a distance of 122.51 feet; South 00 degrees 48 minutes 16 seconds West and leaving the centerline of Beaverdam Creek, a distance of 34.36 feet; thence South 35 degrees 14 minutes 55 seconds West a distance of 23.73 feet; thence South 75 degrees 58 minutes 01 seconds West a distance of 77.18 feet; thence South 16 degrees 07 minutes 06 seconds West a distance of 529.59 feet; thence North 89 degrees 44 minutes 44 seconds West a distance of 1054.81 feet to the point of beginning.



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Subject to a 30-foot ingress, egress, and utilities easement situated in the Northwest Quarter of the Southeast Quarter of Section 33, Township 20 South, Range 3 West, Shelby County, Alabama, and being more particularly described as follows:

Commence at the Southwest corner of the Northwest Quarter of the Southeast Quarter of Section 33, Township 20 South, Range 3 West, Shelby County, Alabama; thence North 88 degrees 43 minutes 59 seconds West a distance of 206.28 feet to a point in the centerline of a branch; thence along the centerline of said branch the following bearings and distances: North 28 degrees 53 minutes 34 seconds West a distance of 64.84 feet; North 40 degrees 56 minutes 40 seconds West a distance of 100.49 feet; North 00 degrees 09 minutes 43 seconds West a distance of 388.85 feet; thence South 89 degrees 44 minutes 44 seconds East and leaving the centerline of said branch a distance of 1054.81 feet to the point of beginning of a 30-foot ingress, egress, and utilities easement lying 15-feet to either side of the following described centerline: North 16 degrees 07 minutes 06 seconds East a distance of 529.59 feet; North 75 degrees 58 minutes 01 seconds East a distance of 77.18 feet; North 35 degrees 14 minutes 55 seconds East a distance of 23.73 feet; North 00 degrees 48 minutes 16 seconds East a distance of 34.36 feet; North 00 degrees 48 minutes 16 seconds East a distance of 25.74 feet; North 46 degrees 30 seconds 08 seconds East a distance of 29.25 feet; North 74 degrees 41 minutes 38 seconds East a distance of 187.61 feet; South 65 degrees 09 minutes 23 seconds East a distance of 98.15 feet, more or less, to a point on the West right of way of Shelby County Highway No. 17, said point being the point of ending of the centerline of said easement.



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