

20211018000505290 1/4 \$76.00 Shelby Cnty Judge of Probate, AL 10/18/2021 01:32:35 PM FILED/CERT

THIS INSTRUMENT PREPARED BY: Central State Bank 11025 Highway 25 Calera, AL 35040-0000

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## MODIFICATION AGREEMENT - MORTGAGE

THIS MODIFICATION AGREEMENT ("Agreement") is made this 22nd day of September, 2021, between ROBIN H HOOTEN, an unmarried woman, whose address is 1132 ARROWHEAD TRAIL, ALABASTER, Alabama 35007 ("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 19, 2019 and iNSTRUMENT#20201207000558100, records of County of SHELBY, State of Alabama ("Mortgage"). The Mortgage covers the following described real property:

Address: 23 HOUSTON DRIVE, PELHAM, Alabama 35124

Legal Description: 1ST MTG DATED 11/19/19 & LAST MODIFIED 9/22/2021 NON OWNER OCCUPIED RESIDENTIAL REAL ESTATE SHELBY CO, AL & ASSIGNMENT OF RENTS & LEASES

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 SEVENTY THOUSAND DOLLARS (\$70,000.00) TO ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) 1ST MTG DATED 11/19/19 & LAST MODIFIED 9/22/2021 NON OWNER OCCUPIED RESIDENTIAL REAL ESTATE SHELBY CO, AL & ASSIGNMENT OF RENTS & LEASES.

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.

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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.

ROBIN H HOOTEN

Date

Individually

INDIVIDUAL ACKNOWLEDGMENT

STATE OF

ALABAMA

**COUNTY OF** 

I, the undersigned authority, a Notary Public, do hereby certify that ROBIN H HOOTEN, an unmarried woman, whose name is signed to the foregoing and who is known to me, acknowledged before me on this day that, being informed of the contents of the Security Instrument, he/she executed the same, voluntarily, on the day the same bears date. Given under my hand this

My commission expires:

the undersigned authority

Notary Public

Identification Number

My Commission Expires March 16, 2025

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LENDER: Central State Bank

By: Susie Waits

Date

Its: Loan Closer

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## BUSINESS ACKNOWLEDGMENT

STATE OF ALABAMA
COUNTY OF Shell

I, the undersigned authority, Notary Public in and for said County and in said State, hereby certify that Susie Waits, Loan Closer 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: Commission Expires May 8, 2023

the undersigned authority

Notary Public



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Lot 23, of Deer Springs Estates-Third Addition, as recorded in Map Book 6, Page 5, in the Office of the Judge of Probate of Shelby County, Alabama, being situated in Shelby County, Alabama.

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