



20220221000073480 1/4 \$143.50
Shelby Cnty Judge of Probate, AL
02/21/2022 11:56:03 AM FILED/CERT

Space Above This Line For Recording Data

This instrument was prepared by MISHELLE GROGAN, FIRST US BANK, 131 West Front Street, P O Box 249, Thomasville, AL 36784

MODIFICATION OF MORTGAGE

DATE AND PARTIES. The date of this Real Estate Modification (Modification) is February 2, 2022. The parties and their addresses are:

MORTGAGOR:

WARREN DAVIS
A MARRIED MAN, HUSBAND OF URSULA DAVIS
117 AMANDA DR
VINCENT, AL 35178-7875

URSULA DAVIS
A MARRIED WOMAN, WIFE OF WARREN DAVIS
117 AMANDA DRIVE
VINCENT, AL 35178-0443

LENDER:

FIRST US BANK
Organized and existing under the laws of Alabama
131 West Front Street
Thomasville, AL 36784

1. BACKGROUND. Mortgagor and Lender entered into a security instrument dated JANUARY 24, 2020 and recorded on FEBRUARY 3, 2020 (Security Instrument). The Security Instrument was recorded in the records of SHELBY County, Alabama at INST# 20200203000045170 and covered the following described Property:

LOT 3, ACCORDING TO THE SURVEY OF THE WILLOWS, PHASE ONE, AS RECORDED IN MAP BOOK 27, PAGE 62, IN THE PROBATE OFFICE OF SHELBY COUNTY ALABAMA.

The property is located in SHELBY County at 117 AMANDA DRIVE, VINCENT, Alabama 35178.

2. MODIFICATION. For value received, Mortgagor and Lender agree to modify the Security Instrument as provided for in this Modification.

WARREN NELSON DAVIS
Alabama Real Estate Modification
AL/4XXXXXXXXX000000000257703002022N

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Initials **WD** **UD**
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The Security Instrument is modified as follows:

A. Maximum Obligation Limit. The maximum obligation provision of the Security Instrument is modified to read:

(1) Maximum Obligation Limit. The total principal amount secured by this Security Instrument at any one time and from time to time will not exceed \$75,000.00. Any limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

B. Secured Debt. The secured debt provision of the Security Instrument is modified to read:

(1) Secured Debts and Future Advances. The term "Secured Debts" includes and this Security Instrument will secure each of the following:

(a) Specific Debts. The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note or other agreement, No. 5122330, dated January 24, 2020, from Mortgagor to Lender, with a modified maximum credit limit of \$75,000.00 and maturing on February 2, 2032.

(b) Future Advances. All future advances from Lender to Mortgagor under the Specific Debts executed by Mortgagor in favor of Lender after this Security Instrument. If more than one person signs this Security Instrument, each agrees that this Security Instrument will secure all future advances that are given to Mortgagor either individually or with others who may not sign this Security Instrument. All future advances are secured by this Security Instrument even though all or part may not yet be advanced. All future advances are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future advances in any amount. Any such commitment must be agreed to in a separate writing.

(c) All Debts. All present and future debts from Mortgagor to Lender, even if this Security Instrument is not specifically referenced, or if the future debt is unrelated to or of a different type than this debt. If more than one person signs this Security Instrument, each agrees that it will secure debts incurred either individually or with others who may not sign this Security Instrument. Nothing in this Security Instrument constitutes a commitment to make additional or future loans or advances. Any such commitment must be in writing. This Security Instrument will not secure any debt for which a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. This Security Instrument will not secure any debt for which a security interest is created in "margin stock" and Lender does not obtain a "statement of purpose," as defined and required by federal law governing securities. This Modification will not secure any other debt if Lender, with respect to that other debt, fails to fulfill any necessary requirements or fails to conform to any limitations of the Truth in Lending Act (Regulation Z) or the Real Estate Settlement Procedures Act (Regulation X) that are required for loans secured by the Property.

(d) Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

3. WARRANTY OF TITLE. Mortgagor warrants that Mortgagor continues to be lawfully seized of the estate conveyed by the Security Instrument and has the right to grant, bargain, convey, sell and mortgage with the power of sale the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.

4. CONTINUATION OF TERMS. Except as specifically amended in this Modification, all of the terms of the Security Instrument shall remain in full force and effect.

5. ADDITIONAL TERMS. THE TOTAL PRINCIPAL AMOUNT SECURED BY THIS INSTRUMENT HAS INCREASED BY \$33,745.50. A MAXIMUM OBLIGATION LIMIT HAS INCREASED FROM \$41,254.50 TO \$75,000.00.

SIGNATURES. By signing under seal, Mortgagor agrees to the terms and covenants contained in this Modification. Mortgagor also acknowledges receipt of a copy of this Modification.



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MORTGAGOR:

Warren Davis (Seal)
WARREN DAVIS

Ursula Davis (Seal)
URSULA DAVIS

LENDER:

First US Bank

By Mischelle Grogan (Seal)
MISCHELLE GROGAN, BRANCH MANAGER

ACKNOWLEDGMENT.

STATE OF ALABAMA, COUNTY OF SHELBY ss.

I, KELLI FOSTER, a notary public, hereby certify that WARREN DAVIS, A MARRIED MAN, HUSBAND OF URSULA DAVIS, and URSULA DAVIS, A MARRIED WOMAN, WIFE OF WARREN DAVIS, whose name(s) is/are signed to the foregoing instrument, and who is/are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she/they executed the same voluntarily on the day the same bears date. Given under my hand this 2nd day of February 2022.

My commission expires:
January 26, 2025

Kelli Foster
(Notary Public)
KELLI FOSTER



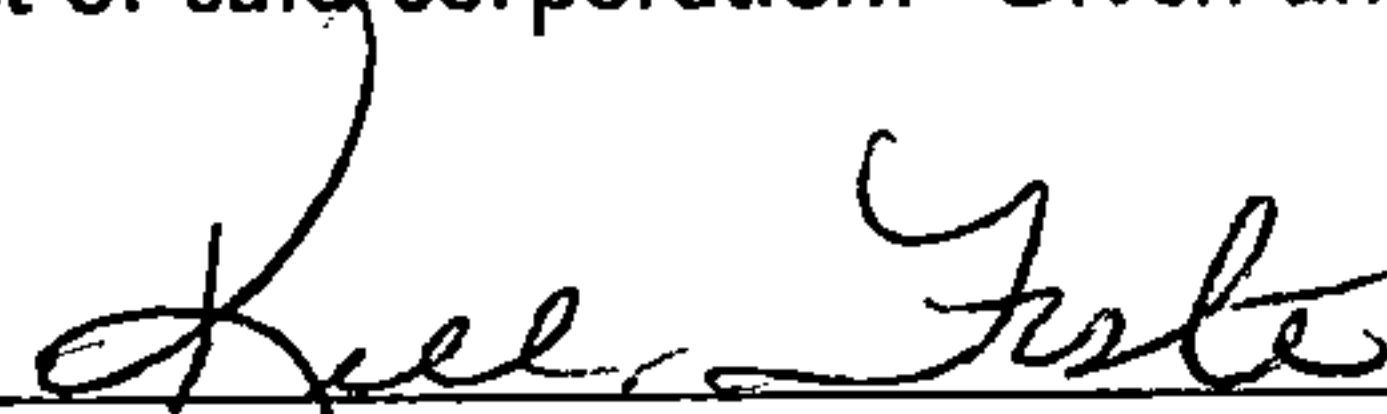
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(Lender Acknowledgment)

STATE OF ALABAMA, COUNTY OF SHELBY ss.

I, KELLI FOSTER, a notary public, in and for said County in said State, hereby certify that MISHELLE GROGAN, whose name(s) as BRANCH MANAGER of First US Bank, a corporation, is/are 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/she/they, as such officer(s) and with full authority, executed the same voluntary for and as the act of said corporation. Given under my hand this the 2nd day of February 2022.

My commission expires:
January 26, 2025


(Notary Public)
KELLI FOSTER