

20230217000042840
02/17/2023 08:14:26 AM
MORTAMEN 1/3

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

SEND TAX NOTICES TO:
MARY ESCLAVON-BOYD
STEVAN D. BOYD
1079 HERMITAGE CIRCLE
BIRMINGHAM, AL 35242

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

7367037-04



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THIS MODIFICATION OF MORTGAGE dated February 1, 2023, is made and executed between MARY ESCLAVON-BOYD AKA MARY MARGARET ESCLAVON and STEVAN D. BOYD, whose address is 1079 HERMITAGE CIRCLE, BIRMINGHAM, AL 35242; Married (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 March 29, 2021 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

MORTGAGE RECORDED APRIL 13, 2021 IN INSTRUMENT #20210413000183440 IN SHELBY COUNTY, ALABAMA.

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 1079 HERMITAGE CIR, BIRMINGHAM, AL 35242.

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

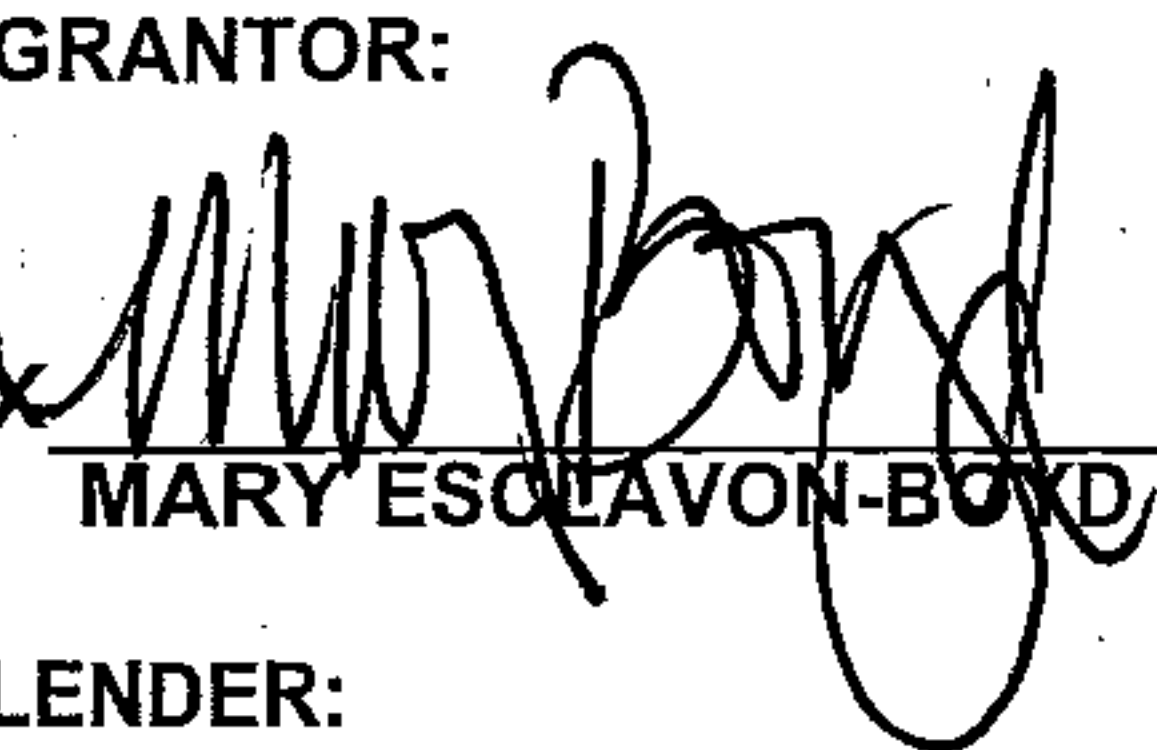
The principal amount of the Mortgage, which was \$48,450.00 (on which any required taxes already have been paid), now is increased to \$208,785.00. Current amount of indebtedness is \$2,053.54. .

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.

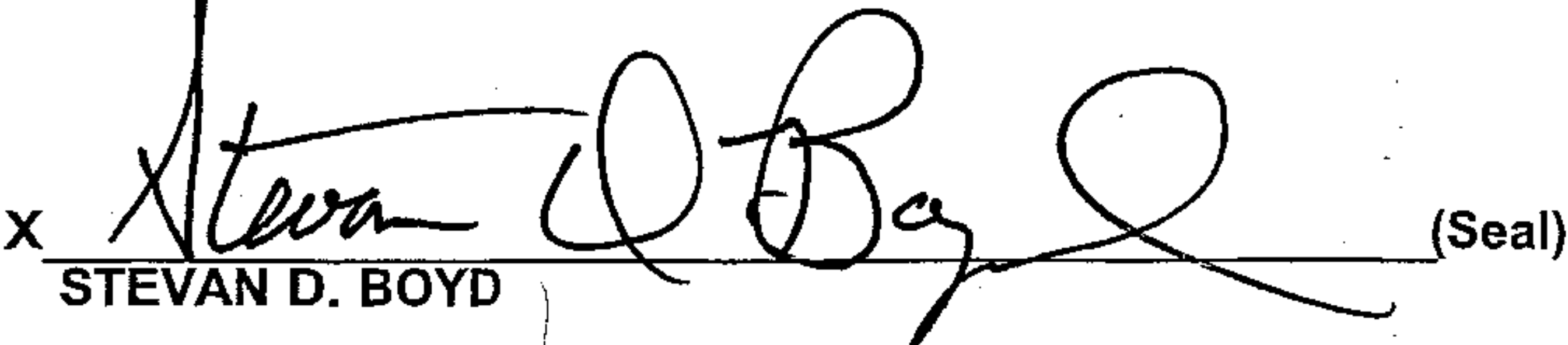
GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED FEBRUARY 1, 2023.

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 
MARY ESCLAVON-BOYD

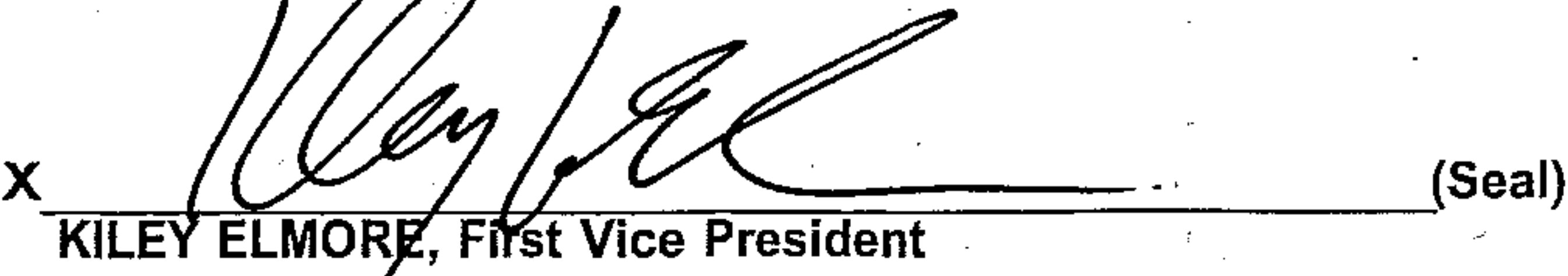
(Seal)

X 
STEVAN D. BOYD

(Seal)

LENDER:

SERVISFIRST BANK

X 
KILEY ELMORE, First Vice President

(Seal)

This Modification of Mortgage prepared by:

Name: STEADMAN GLENN
Address: 2500 WOODCREST PLACE
City, State, ZIP: BIRMINGHAM, AL 35209

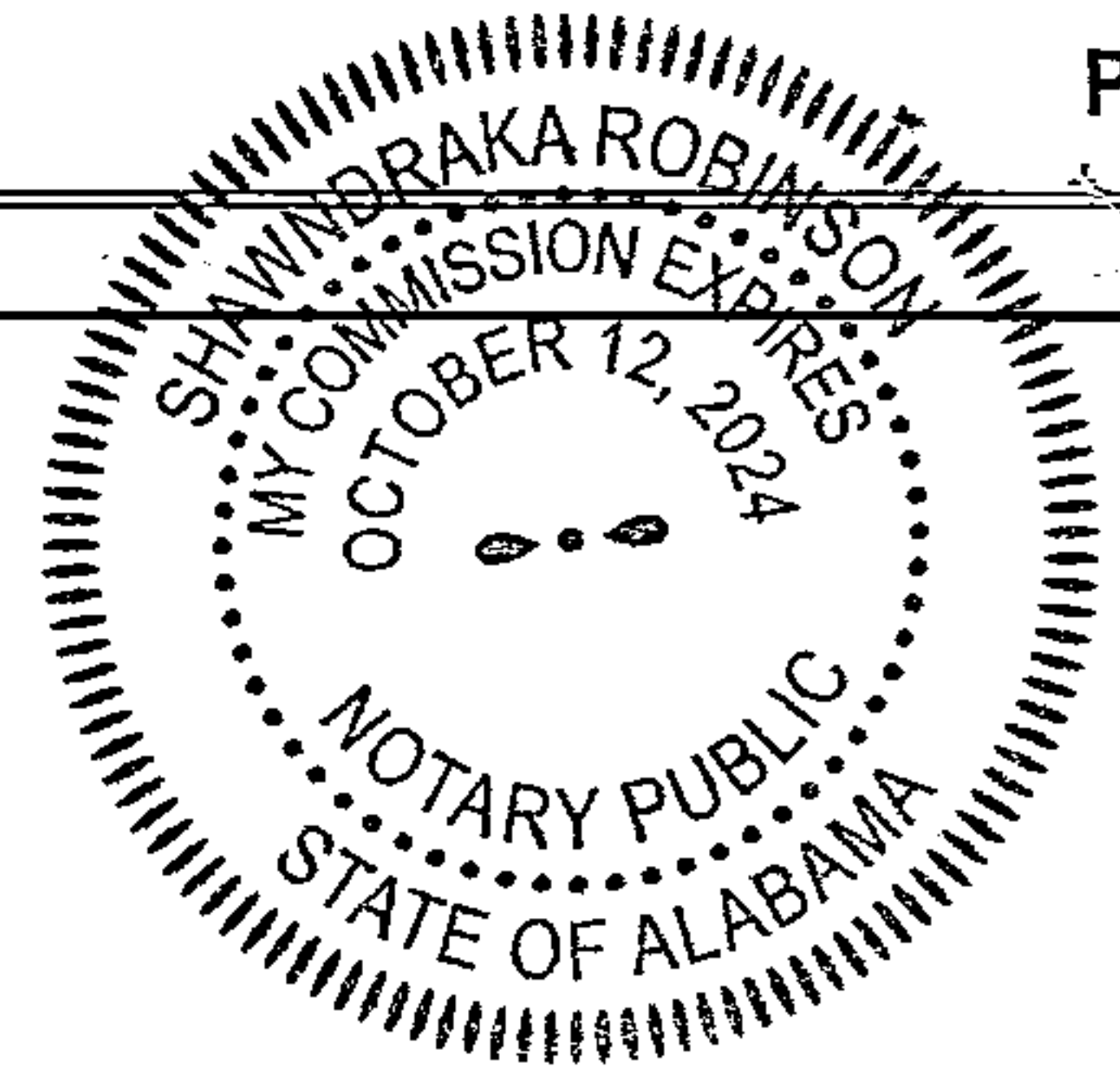
Loan No: 100141647

MODIFICATION OF MORTGAGE
(Continued)

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Jefferson)



I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **MARY ESCLAVON-BOYD and STEVAN D. BOYD, Married**, 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 1st day of February, 20 23.

Shawndraka Robinson
Notary Public

My commission expires 10/12/2024

LENDER ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Jefferson)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **KILEY ELMORE** whose name as **First 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 **First Vice President of ServisFirst Bank**, executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 1st day of February, 20 23.

Shawndraka Robinson
Notary Public

My commission expires 10/12/2024

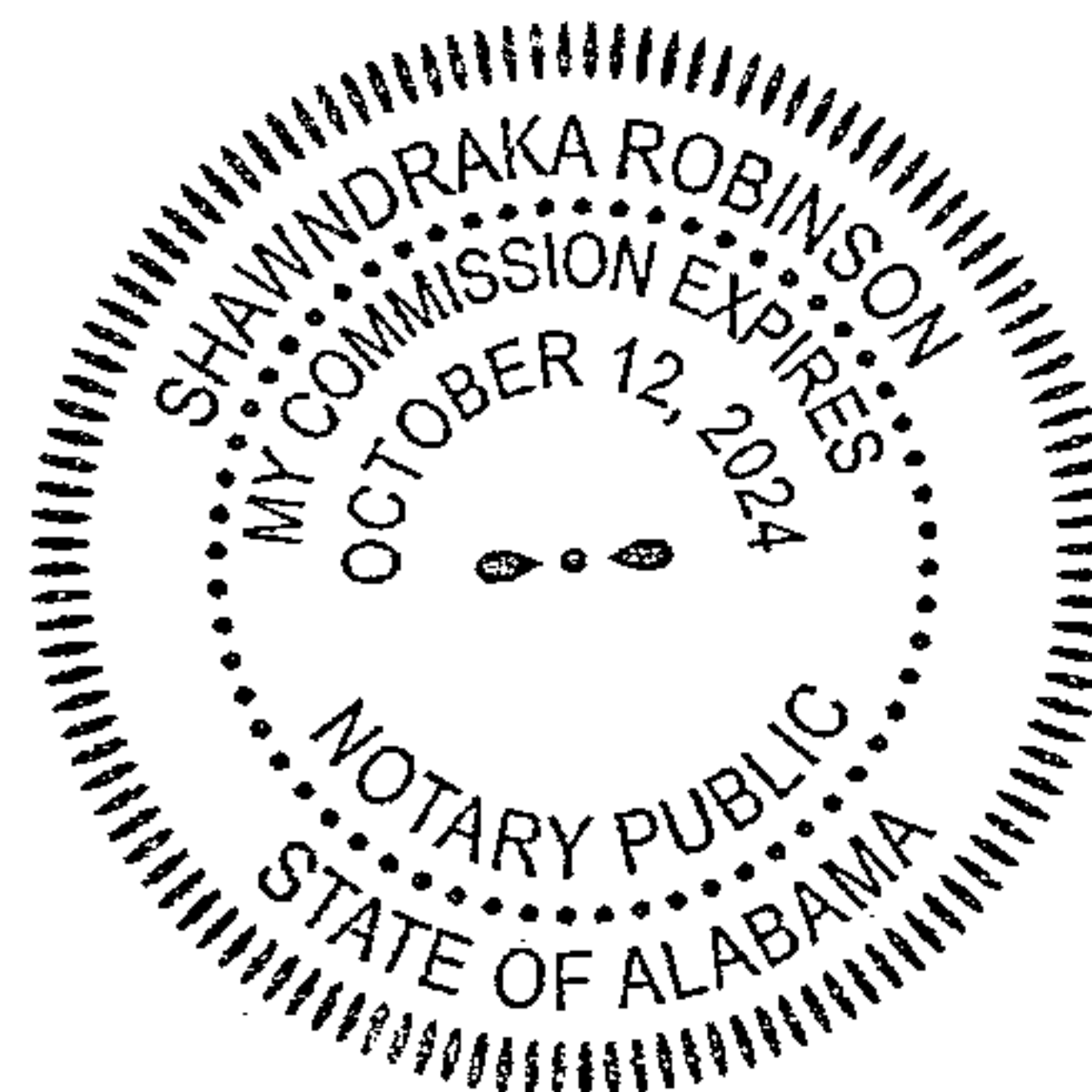


EXHIBIT A

THE FOLLOWING REAL ESTATE LOCATED IN SHELBY COUNTY,
ALABAMA, TO WIT:

LOT 3117, ACCORDING TO THE MAP OF HIGHLAND LAKES, 3RD
SECTOR, PHASE I, AN EDDLEMAN COMMUNITY, AS RECORDED IN
MAP BOOK 21, PAGE 124, IN THE PROBATE OFFICE OF SHELBY
COUNTY ALABAMA.

THIS BEING THE SAME PROPERTY CONVEYED TO STEVAN D.
BOYD, A SINGLE MAN, AS TO A LIFE ESTATE INTEREST AND MARY
MARGARET ESCLAVON, A SINGLE WOMEN, AS TO REMAINDER
INTEREST, DATED 11/12/2020 AND RECORDED ON 11/20/2020 IN
INSTRUMENT NO. 20201120000532000, IN THE SHELBY COUNTY
RECORDERS OFFICE.

PARCEL NO. 09 2 04 0 003 049.000

Order Number: 7367037

Address: 1079 HERMITAGE CIRCLE, BIRMINGHAM, AL



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
02/17/2023 08:14:26 AM
\$269.60 BRITTANI
20230217000042840

Allen S. Boyd