

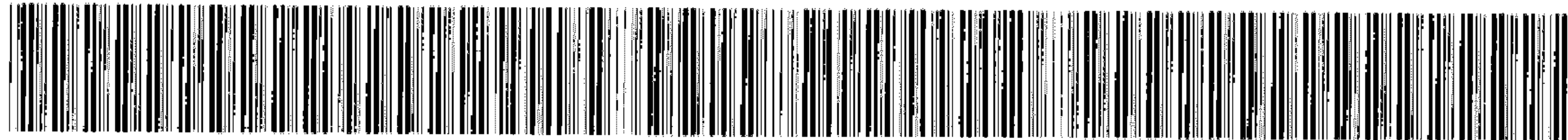
WHEN RECORDED MAIL TO:  
SERVISFIRST BANK  
2500 WOODCREST PLACE  
BIRMINGHAM, AL 35209

SEND TAX NOTICES TO:  
BRANDON FIELD  
KARLY FIELD  
1011 NEWHAVEN CT  
BIRMINGHAM, AL 35242

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

7816107-04



\*000000000100048867%0740%09012023%\*\*\*\*\*

THIS MODIFICATION OF MORTGAGE dated September 1, 2023, is made and executed between BRANDON FIELD and KARLY FIELD, whose address is 1011 NEWHAVEN CT, 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 June 13, 2008 (the "Mortgage") which has been recorded in JEFFERSON County, State of Alabama, as follows:

Recorded on 07/18/2008 in Instrument #20080718000290740.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in <sup>Shelby</sup> JEFFERSON 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 1011 NEWHAVEN CT, BIRMINGHAM, AL 35242.

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


The principal amount of the Mortgage, which was \$58,500.00 (on which any required taxes already have been paid), now is increased to \$500,000.00. Current amount of indebtedness is \$12,249.22.

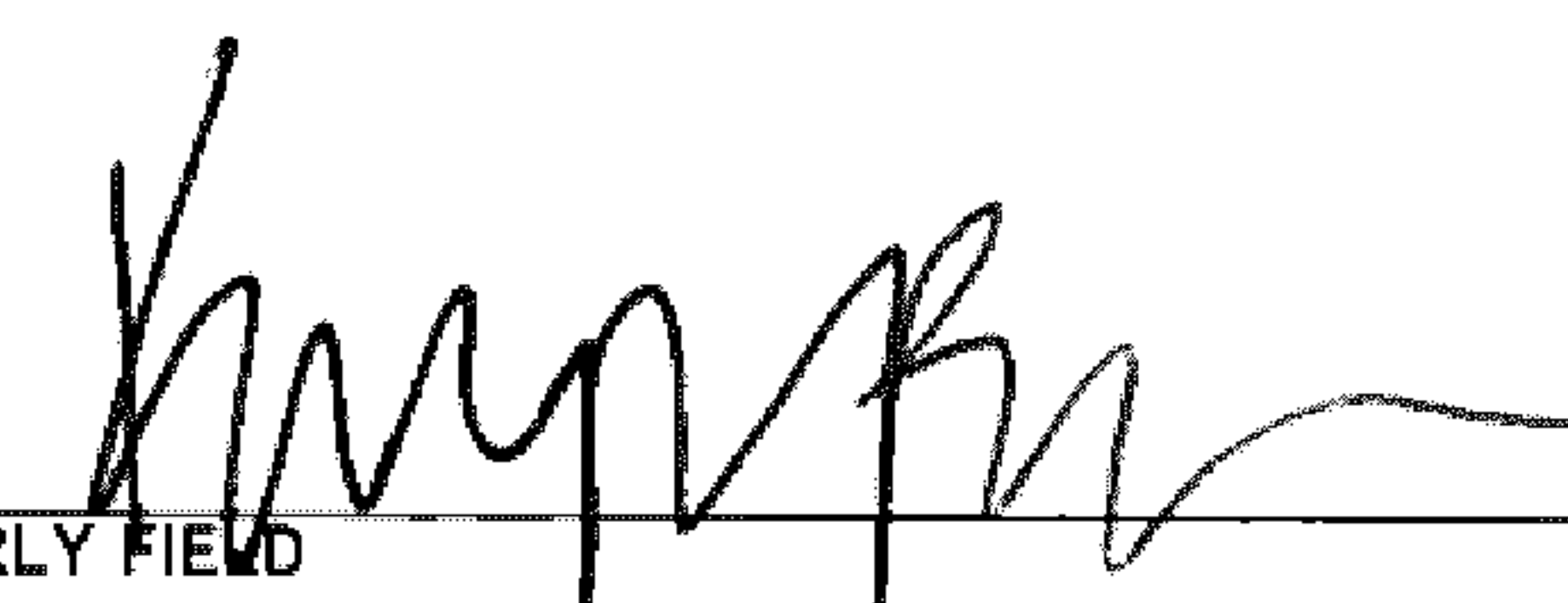
CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right 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 endorser 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 SEPTEMBER 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  (Seal)  
BRANDON FIELD

X  (Seal)  
KARLY FIELD

LENDER:

SERVISFIRST BANK

X  (Seal)  
KILEY ELMORE, First Vice President

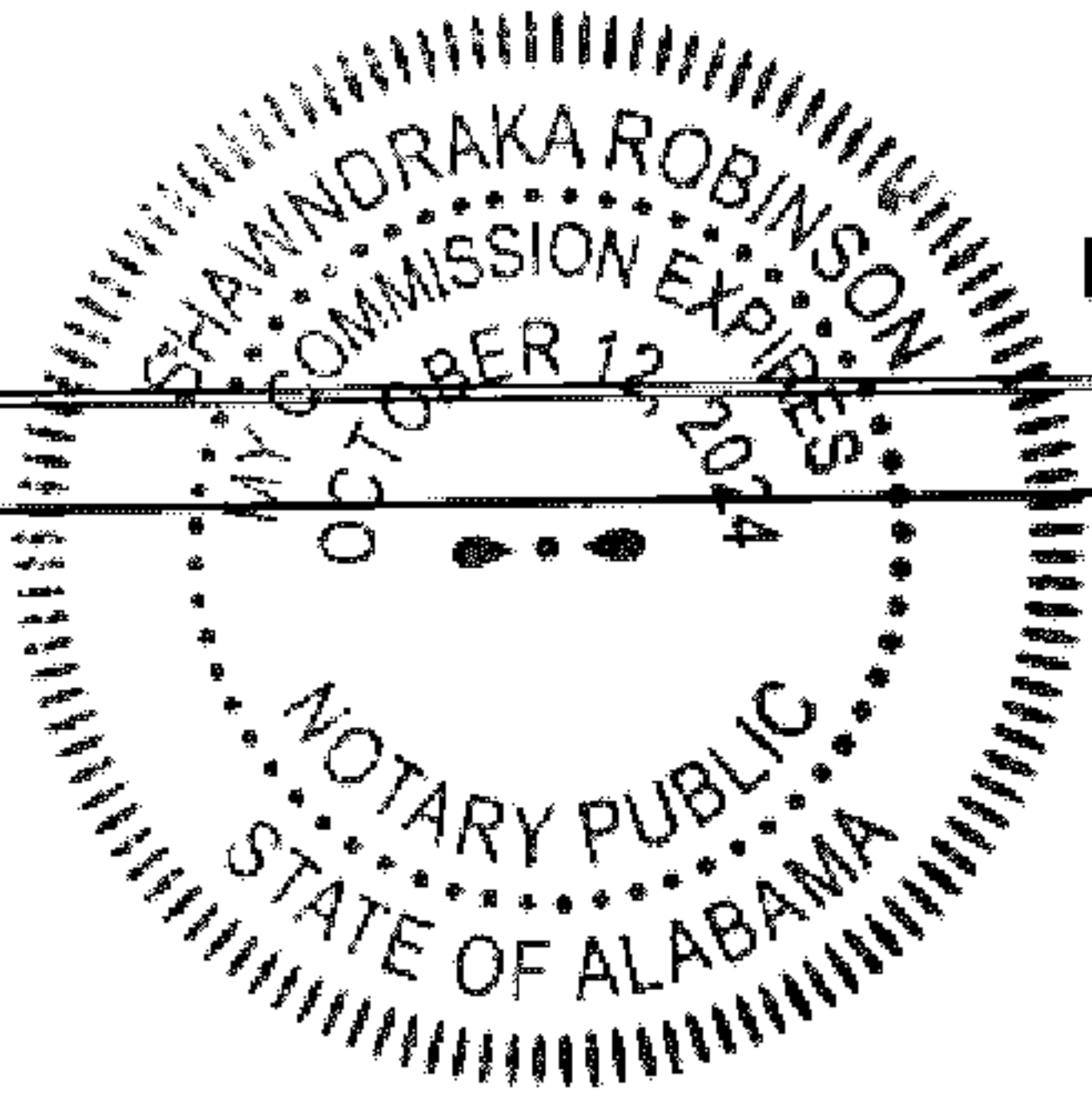
This Modification of Mortgage prepared by:

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

Loan No: 100048867

MODIFICATION OF MORTGAGE  
(Continued)

Page 2



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 **BRANDON FIELD and KARLY FIELD, 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 1<sup>st</sup> day of September, 20 23  
Shawndra Robinson  
Notary Public

My commission expires 10/12/2024

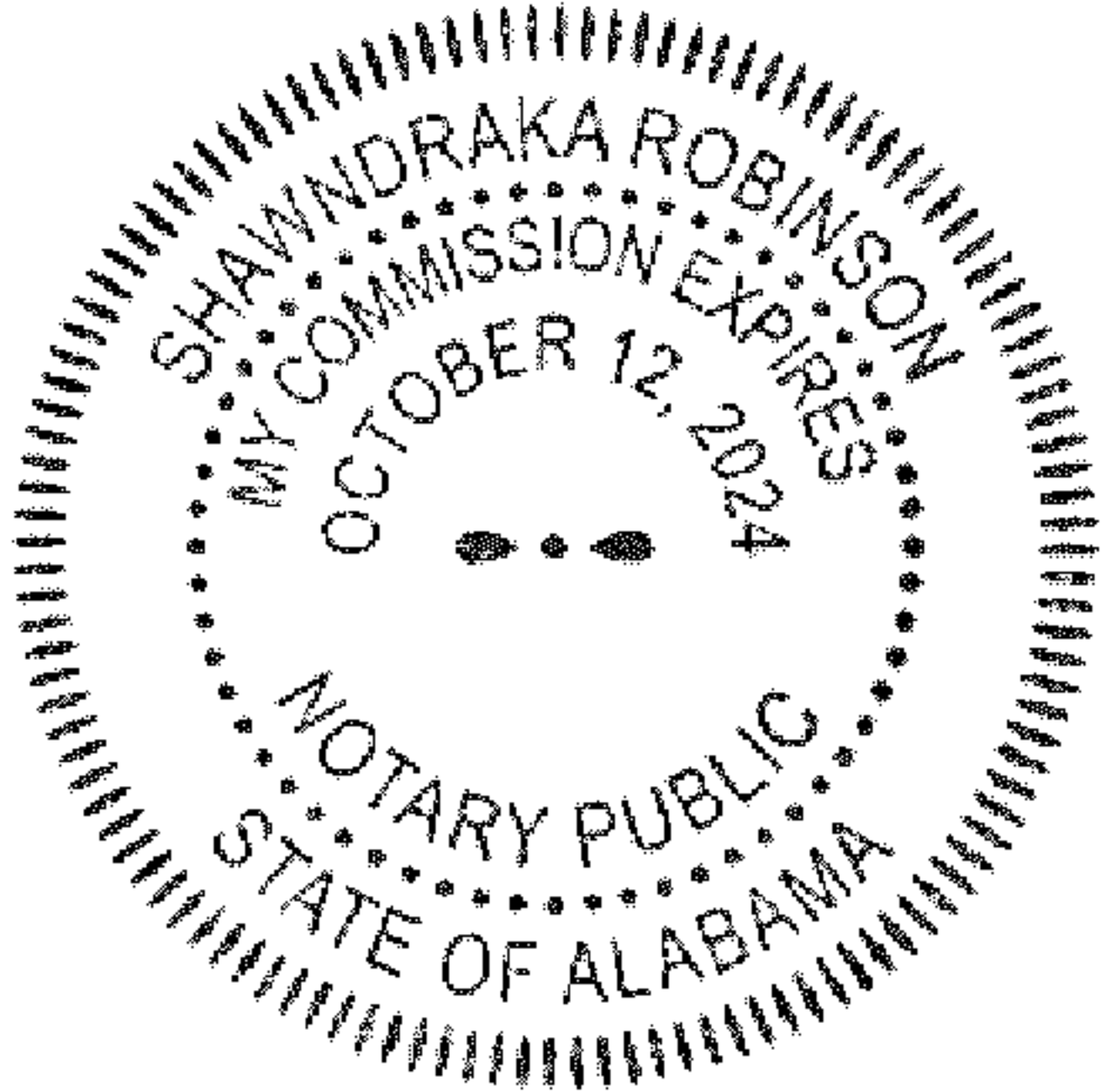
LENDER ACKNOWLEDGMENT

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 1<sup>st</sup> day of September, 20 23  
Shawndra Robinson  
Notary Public

My commission expires 10/12/2024



**EXHIBIT A**

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

LOT 1110, ACCORDING TO THE SURVEY OF BROOK HIGHLAND 11TH SECTOR, PHASE I, AN EDDLEMAN COMMUNITY, AS RECORDED IN MAP BOOK 19, PAGE 68, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

THIS BEING THE SAME PROPERTY CONVEYED TO BRANDON FIELD AND KARLY FIELD, AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP, AS TENANTS IN COMMON, DATED 05/24/2007 AND RECORDED ON 06/07/2007 IN INSTRUMENT NO. 20070607000266470, IN THE SHELBY COUNTY RECORDERS OFFICE.

PARCEL NO. 03 9 31 0 001 018.041

Order Number: 7816107

Address: 1011 NEWHAVEN COURT, BIRMINGHAM, AL



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
10/02/2023 10:14:01 AM  
\$690.25 JOANN  
20231002000293160

*Allen S. Bayl*