

THIS INSTRUMENT PREPARED BY:

Central State Bank
11025 Highway 25
Calera AL 350400000

AFTER RECORDING RETURN TO:

Central State Bank
PO Box 180
Calera AL 350400000

(Space Above This Line For Recording Data)

LOAN NUMBER: 0

MODIFICATION AGREEMENT - MORTGAGE

THIS MODIFICATION AGREEMENT ("Agreement") is made this 16th day of October, 2023, between A. R. BURROUGHS and OLIVIA BURROUGHS, husband and wife, whose address is 226 THOROUGHbred LANE, ALABASTER, Alabama 35007 ("Mortgagor"), and Central State Bank whose address is 11025 Highway 25, Calera, Alabama 35040 ("Lender").

Central State Bank and Mortgagor entered into a Mortgage dated May 25, 2021 and INSTRUMENT #20210708000330970, records of County of Shelby, State of Alabama ("Mortgage"). The Mortgage covers the following described real property:

Address: 10378 HWY 22, CALERA, Alabama 35040-0000

Legal Description: See Legal Description

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 ONE HUNDRED TWENTY FIVE THOUSAND DOLLARS AND XX/100 (\$125,000.00) TO TWO HUNDRED TWELVE THOUSAND DOLLARS AND XX/100 (\$212,000.00).

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.


A. R. BURROUGHS
Individually


Date

10/10/23


OLIVIA BURROUGHS
Individually


Date

10/16/2023

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF )

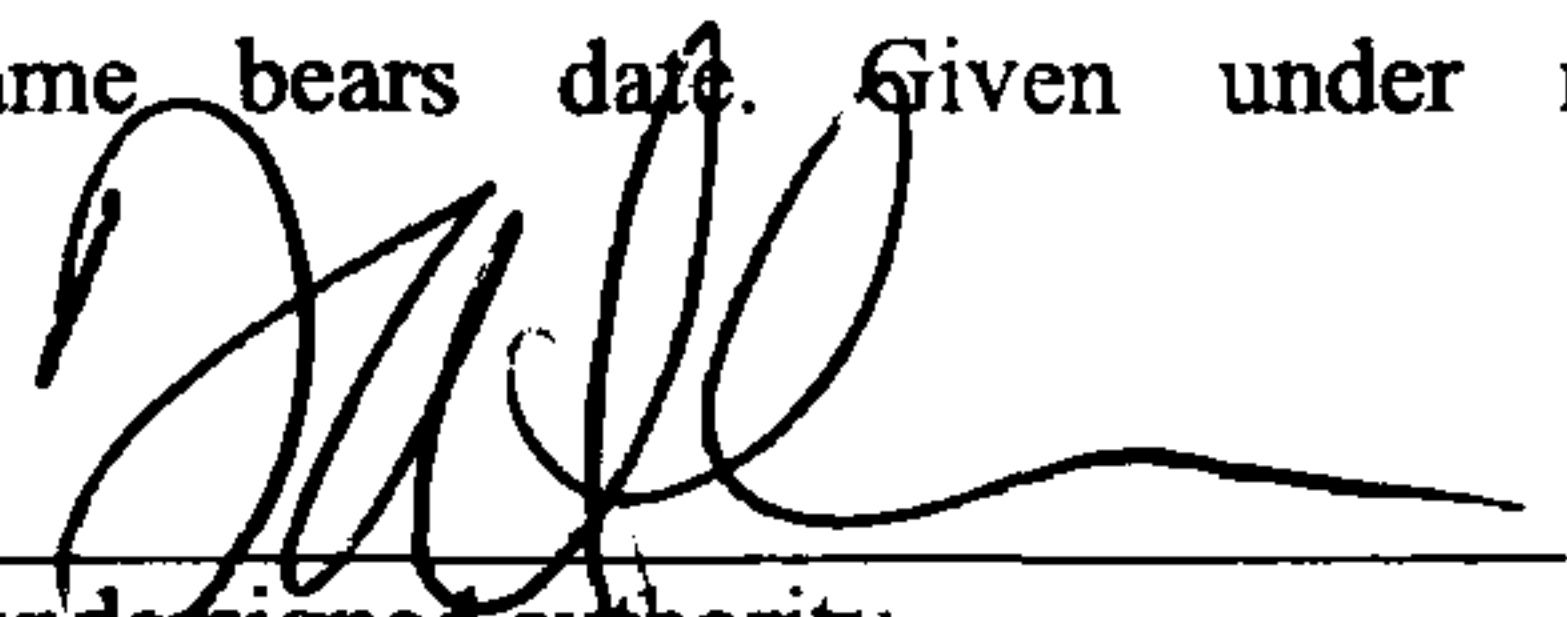
I, the undersigned authority, a Notary Public, do hereby certify that A. R. BURROUGHS and OLIVIA BURROUGHS, husband and wife, whose names are signed to the foregoing and who are known to me, acknowledged before me on this day that, being informed of the contents of the Modification Agreement, they executed the same, voluntarily, on the day the same bears date. Given under my hand this

My commission expires:

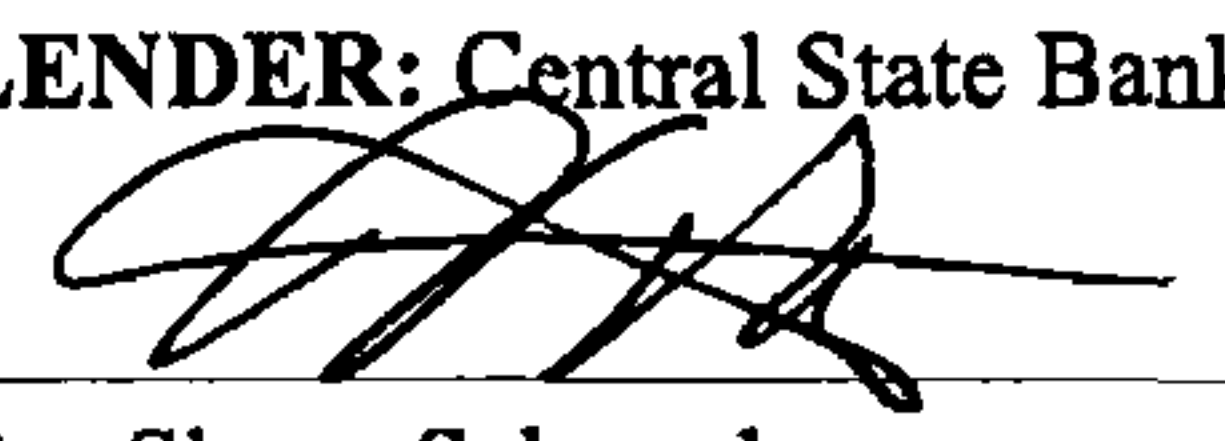
My Commission Expires March 6, 2024

(Official Seal)




the undersigned authority
Notary Public
Identification Number

LENDER: Central State Bank


By: Shane Schroeder
Its: President


Date

10/16/2023

BUSINESS ACKNOWLEDGMENT

STATE OF ALABAMA)
COUNTY OF Shelby)

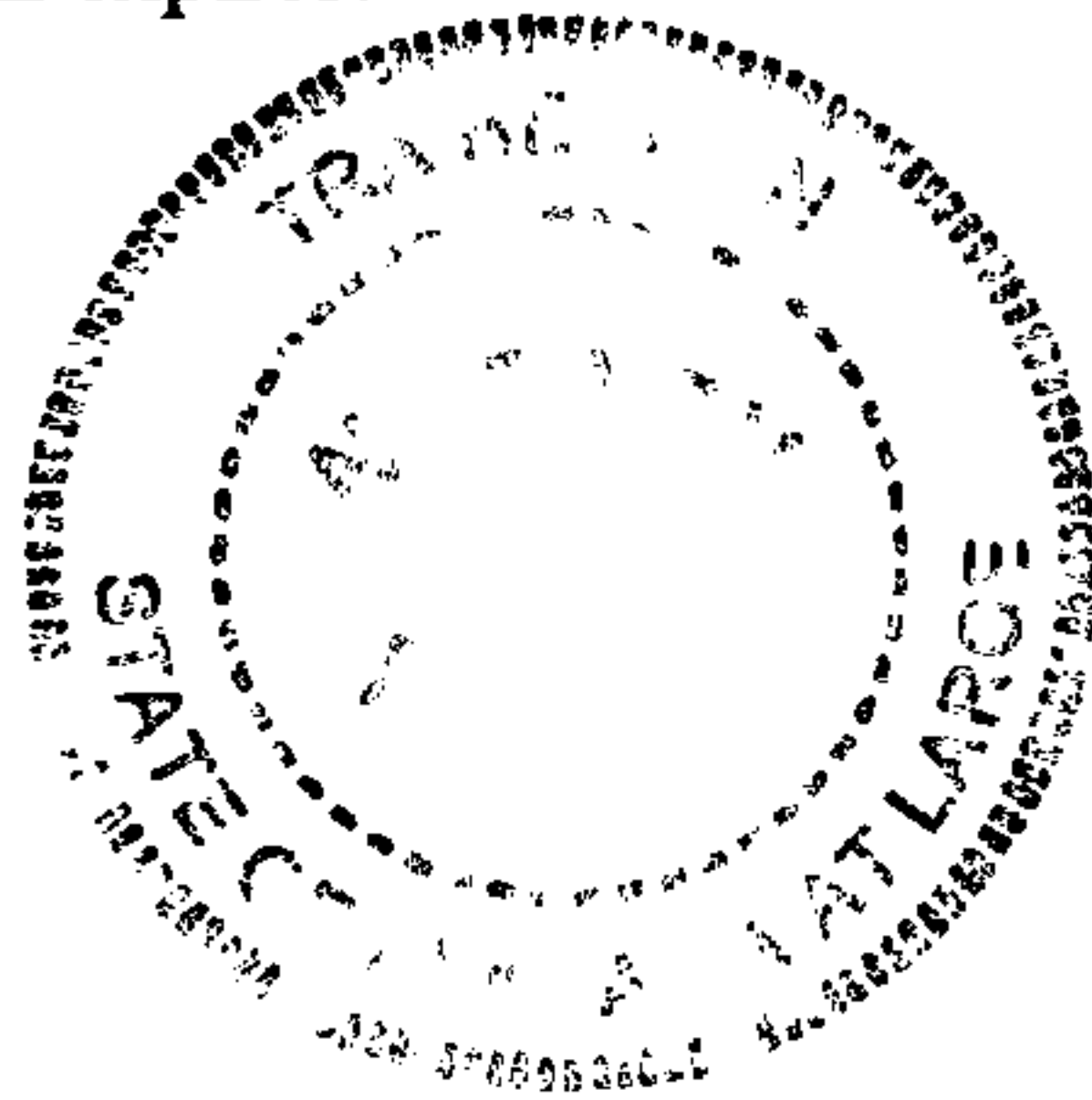
I, the undersigned authority, Notary Public in and for said County and in said State, hereby certify that Shane Schroeder, President of Central State Bank, a(n) Alabama Federal Reserve Member Bank, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this 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

10/16/2023

My commission expires:

(Official Seal)




the undersigned authority
Notary Public

My Commission Expires March 6, 2024

The West Half of the following parcel of land, namely: commence at the Southwest corner of the SW 1/4 of the NE 1/4, Section 5, Township 22, Range 2 West, Shelby County, Alabama; thence along the South line of said forty 88 degrees 40 minutes East 748.2 feet to the point of beginning of said tract of land; from said point of beginning run North 5 degrees West 709.9 feet to the South right of way line of what is known as the old Tuscaloosa Highway; thence in a Northeasterly direction along the South right of way line of said highway to the point where said right of way intersects the East line of said forty; thence South along the East line of said forty to the Southeast corner of said SW 1/4 of NE 1/4; thence West along the South line of said forty 571.8 feet, more or less, to the point of beginning.

Except right of way of Highway No.22,

LESS AND EXCEPT, property conveyed to Jose Martinez and Juan Carlos Gallo-Martinez in deed recorded in Instrument #: 1999-47300, Probate Office of Shelby County, Alabama



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
11/03/2023 12:50:41 PM
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Allen S. Bayl