

THIS INSTRUMENT PREPARED BY:
CENTRAL STATE BANK
TRA HERRON
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 3rd day of May, 2024, between ALEX CHAVEZ ENTERPRISES, LLC, an Alabama Limited Liability Company, whose address is 45 BEVERLY DR, CALERA, Alabama 35040 ("Mortgagor"), and Central State Bank whose address is 9331 Highway 119, Alabaster, Alabama 35007 ("Lender").

Central State Bank and Mortgagor entered into a Mortgage dated November 20, 2019 and INSTRUMENT #20191125000438410, records of County of Shelby, State of Alabama ("Mortgage"). The Mortgage covers the following described real property:

Address: County Road 280, Chelsea, Alabama 35043-0000

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 TWO HUNDRED EIGHTY THOUSAND DOLLARS AND XX/100 (\$280,000.00) TO THREE HUNDRED SIXTY THOUSAND DOLLARS DOLLARS FIVE HUNDRED EIGHTY SEVEN DOLLARS AND XX/100 (\$360,587.00).

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.

ALEX CHAVEZ ENTERPRISES, LLC

 _____ 5/3/24
By: ALEJANDRO CHAVEZ Date
Its: Member

BUSINESS ACKNOWLEDGMENT

STATE OF ALABAMA

COUNTY OF Shelby

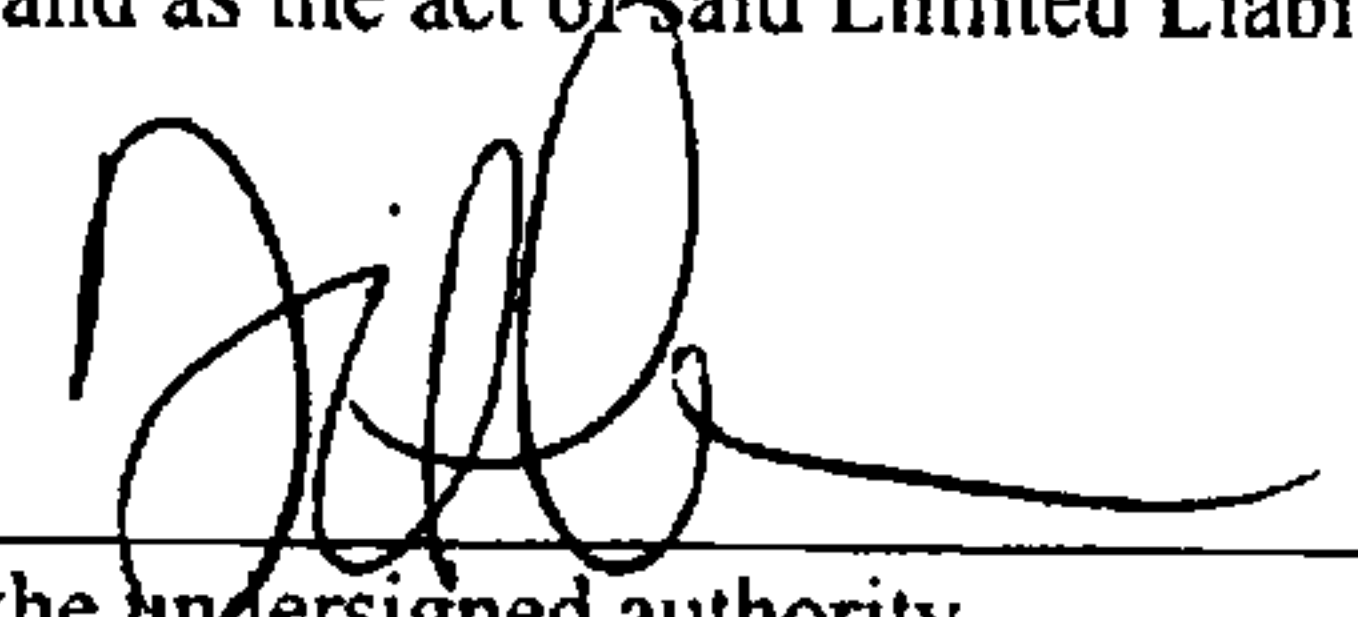
I, the undersigned authority, Notary Public in and for said County and in said State, hereby certify that ALEJANDRO CHAVEZ, Member on behalf of ALEX CHAVEZ ENTERPRISES, LLC, an Alabama Limited Liability Company, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she, in his/her official capacity and with full authority, executed the same voluntarily for and as the act of said Limited Liability Company.

Given under my hand this the 5/3/24

My commission expires:


MY COMMISSION EXPIRES MARCH 7, 2028

(Official Seal)



the undersigned authority
Notary Public
Identification Number

LENDER: Central State Bank

 _____ 5/3/2024
By: ~~Shane Schroeder~~ David G. Gomer Date
Its: ~~President~~ Assistant Vice President
Chief Lending Officer

BUSINESS ACKNOWLEDGMENT

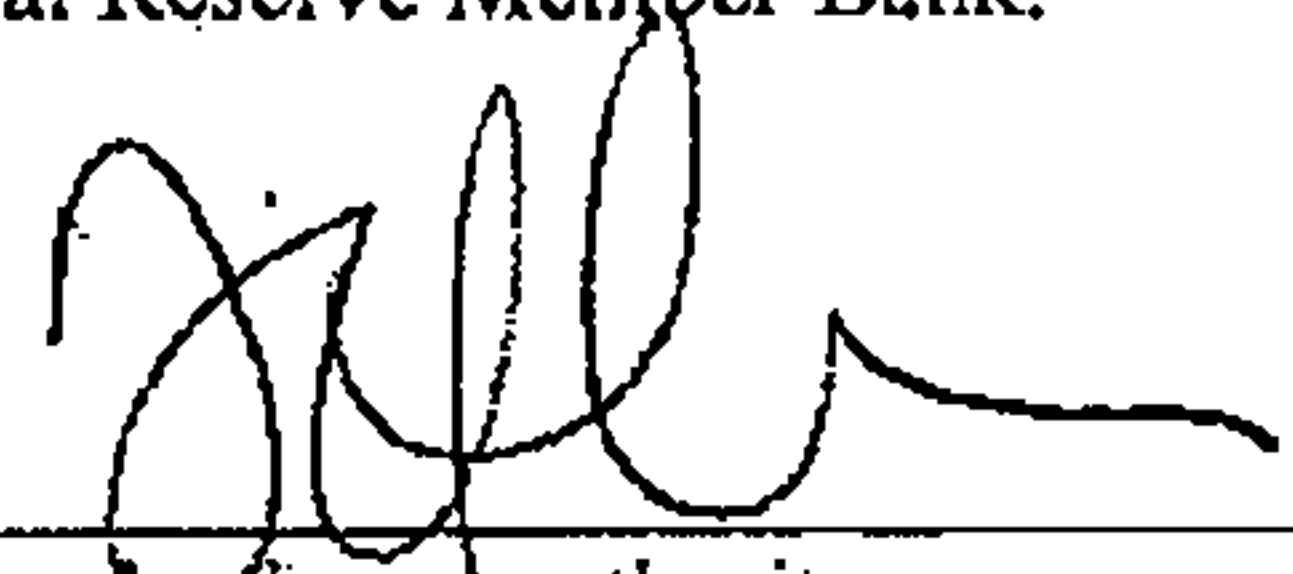
STATE OF ALABAMA

COUNTY OF

I, the undersigned authority, Notary Public in and for said County and in said State, hereby certify that David Comer, Chief Lending Officer 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

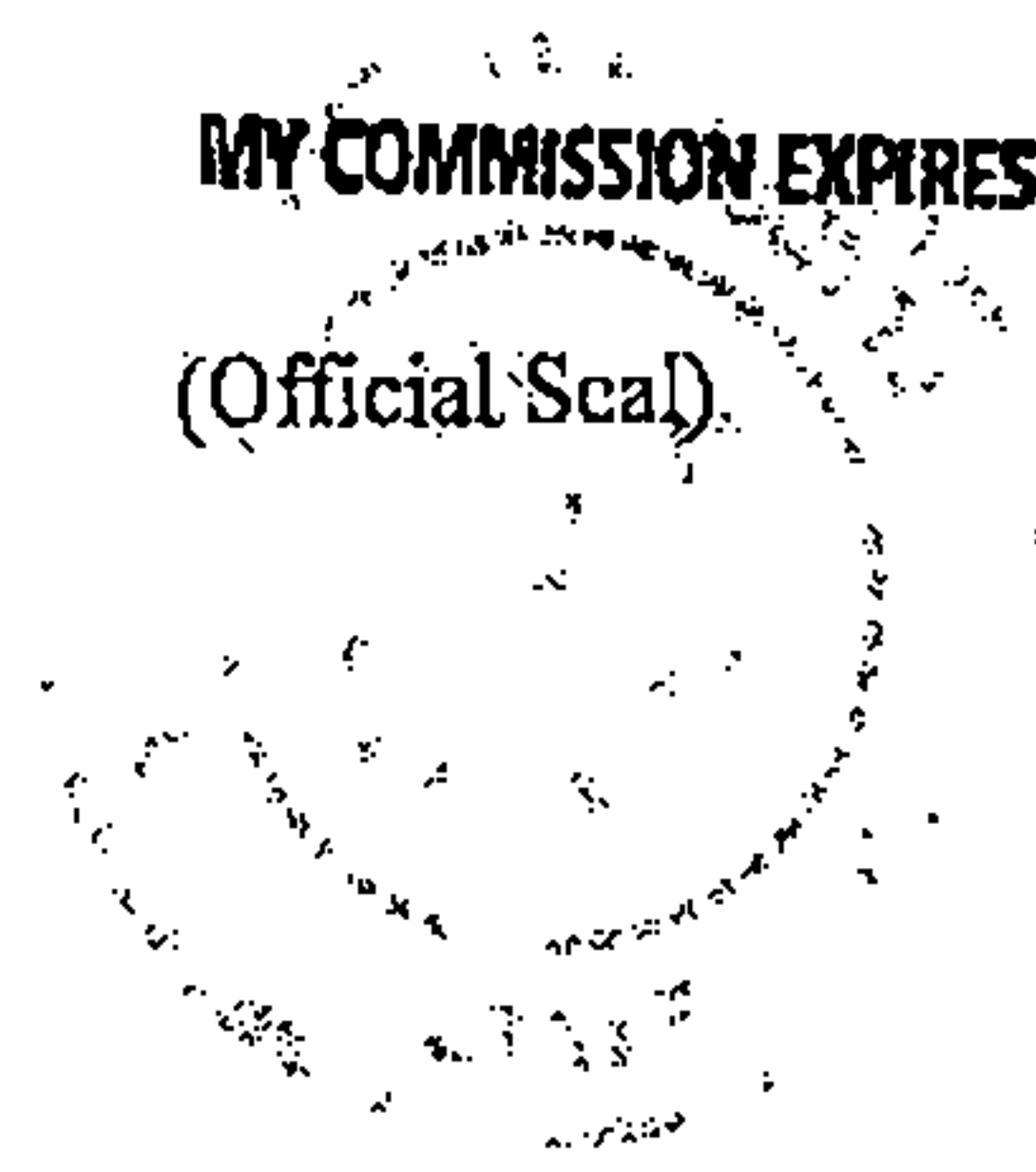
My commission expires:



the undersigned authority
Notary Public
Identification Number

MY COMMISSION EXPIRES MARCH 7, 2028

(Official Seal)



Lot 2-DD according to a resurvey of Lot 2-C and Lot 2-D of Alabama Telco Credit Union Addition to Chelsea, being a resurvey of Lot 2 of Alabama Telco Credit Union Addition to Chelsea as recorded in Map Book 40, Page 49 in the Office of the Judge of Probate, Shelby County, Alabama and being situated in the Southwest one-quarter of the Northeast one-quarter of Section 26, Township 19 South, Range 1 West, Shelby County, Alabama as recorded in Map book 42, Page 53.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
05/24/2024 10:27:06 AM
\$151.90 JOANN
20240524000154860

Allen S. Bayl