

\$27.00

**RECORDATION REQUESTED BY:**

Central State Bank  
Main Office  
P O Box 180  
Calera, AL 35040

**WHEN RECORDED MAIL TO:**

Central State Bank  
Main Office  
P O Box 180  
Calera, AL 35040

(Increase \$8,000.00)

# 12401

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

**MODIFICATION OF MORTGAGE**

**THIS MODIFICATION OF MORTGAGE** dated February 7, 2013, is made and executed between Peek's Auto Tops and Interiors, Inc., an Alabama Corporation (referred to below as "Grantor") and Central State Bank, whose address is P O Box 180, Calera, AL 35040 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated February 20, 2007 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Mortgage Dated 2/20/2007 Recorded 2/26/2007 in Instrument# 20070226000087540 and Modification of Mortgage Dated 3/12/2009 Recorded 3/19/2009 in Instrument# 20090319000102740 and Modification of Mortgage Dated 4/8/2010 Recorded 4/12/2011 in Instrument # 20110412000113410 and Modification of Mortgage Dated 1/6/2012 Recorded 1/17/2012 in Instrument # 20120117000018720 in the Office of the Judge of Probate of Shelby County, AL.

**REAL PROPERTY DESCRIPTION.** The Mortgage covers the following described real property located in Shelby County, State of Alabama:

2nd Mortgage Dated 2/20/2007 and Modification of Mortgage Dated 2/7/2013 Commercial Real Estate, Shelby Co. AL

The Real Property or its address is commonly known as 1031 14TH STREET, CALERA, AL 35040.

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

Mortgagee allows mortgagor to increase the original Mortgage Agreement, as modified and amended from Thirty Thousand and NO/100 (\$30,000.00) to Thirty Eight Thousand and NO/100 (\$38,000.00).

**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 ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED FEBRUARY 7, 2013.**

**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:**

**PEEK'S AUTO TOPS AND INTERIORS, INC.**

By: Franklin Peek (Seal)

FRANKLIN PEEK, President of Peek's Auto Tops and Interiors, Inc.

**LENDER:**

**CENTRAL STATE BANK**

X [Signature] (Seal)  
Authorized Signer

20130214000063930 1/2 \$27.00  
Shelby Cnty Judge of Probate, AL  
02/14/2013 10:48:12 AM FILED/CERT

MODIFICATION OF MORTGAGE  
(Continued)

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This Modification of Mortgage prepared by:

Name: Diane Rachels, NMLS# 908111  
Address: P O Box 180  
City, State, ZIP: Calera, AL 35040

CORPORATE ACKNOWLEDGMENT

STATE OF Alabama )  
 ) SS  
COUNTY OF Shelby )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **FRANKLIN PEEK, President of Peek's Auto Tops and Interiors, Inc.**, a corporation, 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 said Modification of Mortgage, he or she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 7<sup>th</sup> day of FEBRUARY, 2013.  
Diane Rachels  
Notary Public

My commission expires 8-17-14

LENDER ACKNOWLEDGMENT

STATE OF Alabama )  
 ) SS  
COUNTY OF Shelby )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Shane Schroeder whose name as President of **Central State 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 President of **Central State Bank**, executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 7<sup>th</sup> day of FEBRUARY, 2013.  
Diane Rachels  
Notary Public

My commission expires 8-17-14

Ret: Central State Bank  
P.O. Box 180  
Calera, AL 35040



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