

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



20131007000400930 1/3 \$57.50
Shelby Cnty Judge of Probate, AL
10/07/2013 11:24:16 AM FILED/CERT

(Increase \$25,000.00)

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated September 27, 2013, is made and executed between Shelley Sudsberry, an unmarried woman (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 January 9, 2013 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded on 1/18/2013 under Instrument # 20130118000026270 in the Office of the Judge of Probate of Shelby County, Alabama.

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

1st Mortgage Dated 1/9/2013 and Modification of Mortgage, Residential Real Estate, Shelby County, AL

The Real Property or its address is commonly known as 2545 Hwy. 75, 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 Twenty Five Thousand and 00/100 (\$25,000.00) to Fifty Thousand and 00/100 (\$50,000.00).

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 SEPTEMBER 27, 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.

This Notice is required by Alabama law. In this Notice the term "you" means the Grantor named above.

CAUTION - - IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTENTS OF THIS CONTRACT BEFORE YOU SIGN IT.

GRANTOR:

x Shelley Sudsberry (Seal)
Shelley Sudsberry

LENDER:

CENTRAL STATE BANK

x Carlene R. Hadaway (Seal)
Authorized Signer

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

INDIVIDUAL 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 **Shelley Sudsberry**, 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 said Modification, he or she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 27th day of September, 20 13.

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 Carlene R. Hadaway whose name as Sr. Vice 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 Sr Vice President of **Central State Bank**, executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 27th day of September, 20 13.

Diane Rachels
Notary Public


My commission expires 8-17-14



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EXHIBIT A

From the SW corner of the SW $\frac{1}{4}$ of NW $\frac{1}{4}$, Section 9, Township 24 North, Range 13 East, Shelby County, Alabama, run a tie line East for 1319.2 feet to a point on the West right of way line of County Road 75; thence run Northerly along said right of way line 483.849 feet to the beginning point of the lot herein described; from said point, continue said course 209.0 feet; thence deflect left 93 degrees 08 minutes 00 seconds for 207.733 feet; thence deflect left 86 degrees 52 minutes 00 seconds for 209.0 feet; thence deflect left 93 degrees 08 minutes 00 seconds for 208.733 feet, back to the beginning point.
Situating in Shelby County, Alabama.


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