

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



20131025000423900 1/3 \$33.80
Shelby Cnty Judge of Probate, AL
10/25/2013 02:26:13 PM FILED/CERT

(Increase \$9,192.55)

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated October 17, 2013, is made and executed between Ricky Pickett and Cindy Pickett, Husband and Wife (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 September 23, 2010 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded on 10/18/2010 under Instrument # 20101018000347310 in the Office of the Judge of Probate, Shelby County, Alabama.

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

1st Mortgage and Assignment of Rents Dated 9/23/2010 and Modification of Mortgage Dated 10/17/2013, Commercial Real Estate, Shelby County, Alabama

The Real Property or its address is commonly known as 8101 Hwy 119, Alabaster, AL 35007.

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

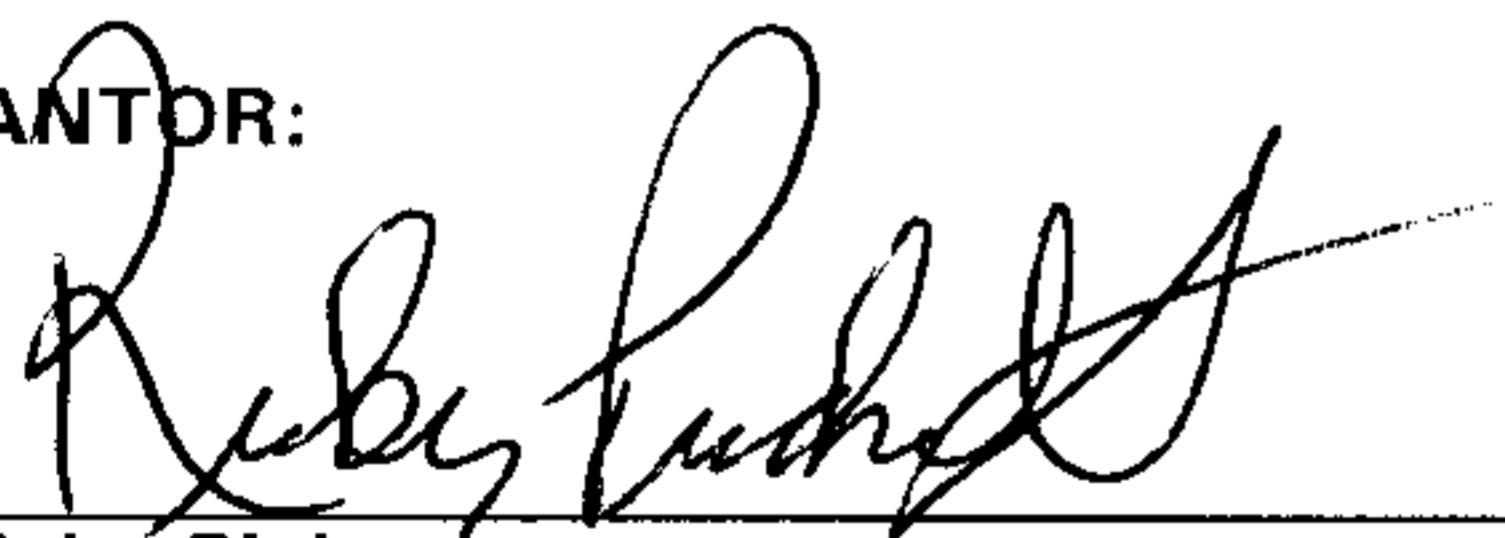
Mortgagee allows mortgagor to increase the original Mortgage Agreement, as modified and amended, from One Hundred Thirty Three Thousand Eight Hundred Seventy Five and 00/100 Dollars (\$133,875.00) to One Hundred Forty Three Thousand Sixty Seven and 55/100 Dollars (\$143,067.55).

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 ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED OCTOBER 17, 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:

X  (Seal)
Ricky Pickett

X  (Seal)
Cindy Pickett

LENDER:

CENTRAL STATE BANK

X  (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 **Ricky Pickett and Cindy Pickett**, 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 17th day of OCTOBER, 20 13.

Diane Rachels

Notary Public

My commission expires 8-17-14

LENDER ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Shelby)

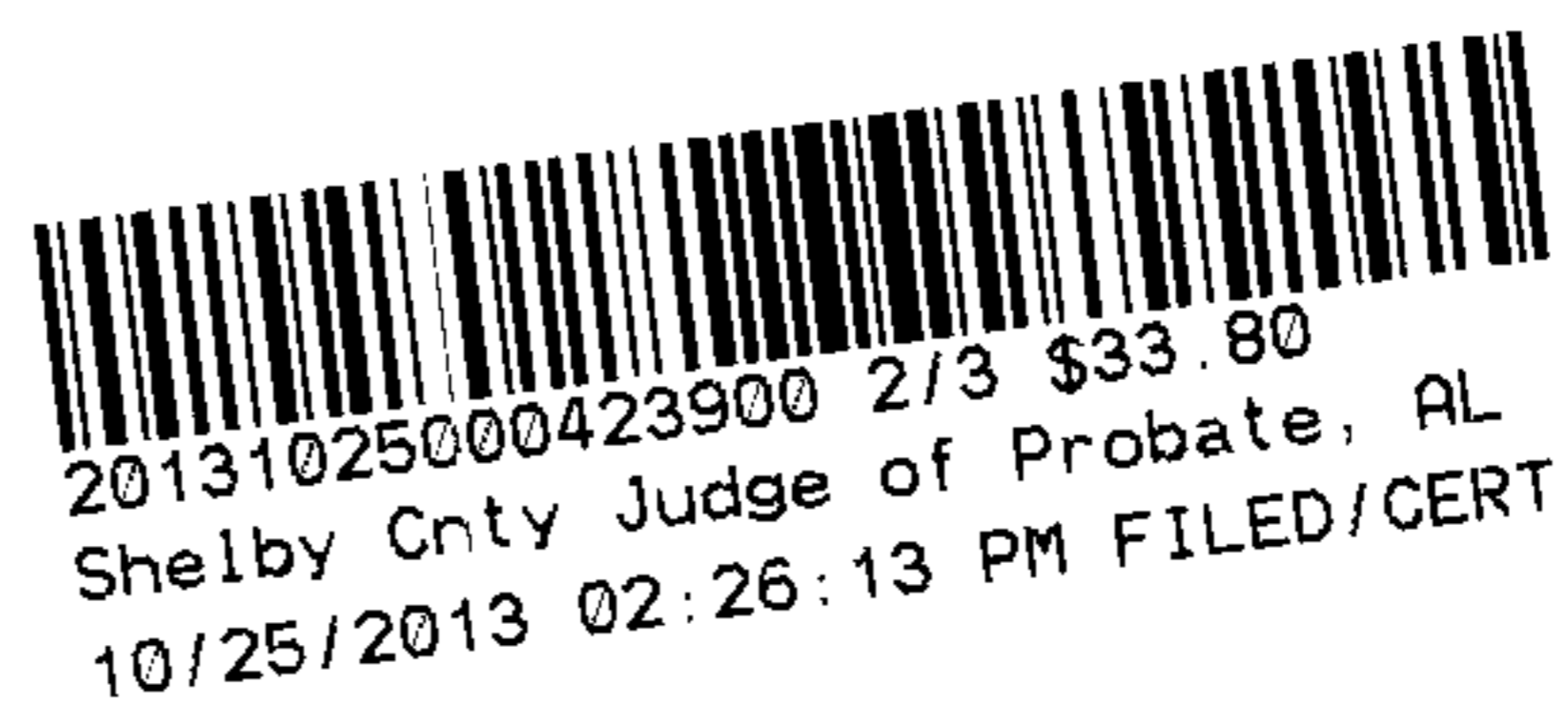
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that CARlene R. Hadaway whose name as SR. Vice President of **Central State Bank** is signed to the foregoing Modification and who is known to me, acknowledged before me on this day that, being informed 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 17th day of OCTOBER, 20 13.

Diane Rachels

Notary Public

My commission expires 8-17-14



Commence at the Southeast corner of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 23, Township 21 South, Range 3 West; thence westerly along the South line of said $\frac{1}{4}$ - $\frac{1}{4}$ section 8.6 feet; thence right 98 degrees 43 minutes and run 244.0 feet; thence right 1 degree 17 minutes 42 seconds and run 218.2 feet to the point of beginning; thence left 1 degree 21 minutes 03 seconds and run along westerly right of way of State Highway 119, 101.36 feet; thence left 99 degrees 30 minutes 45 seconds and run 209.28 feet; thence left 90 degrees and run 99.96 feet; thence left 90 degrees and run 192.53 feet to the point of beginning; being situated in Shelby County, Alabama.

