

210-10

TO

WHEN RECORDED MAIL TO:

ServisFirst Bank
850 Shades Creek Parkway
Birmingham, AL 35209

20140505000132980 1/2 \$227.00
Shelby Cnty Judge of Probate, AL
05/05/2014 12:12:48 PM FILED/CERT

SEND TAX NOTICES TO:

RUSSELL TODD PALMER aka RUSTY PALMER
APRIL J. PALMER
360 MOUNTAIN VIEW LANE
COLUMBIANA, AL 35051-0000

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE



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Notice: The original principal amount available under the Note (as defined below), which was \$500,000.00 (on which any required taxes already have been paid), now is increased by an additional \$640,000.00.

THIS MODIFICATION OF MORTGAGE dated April 18, 2014, is made and executed between RUSSELL TODD PALMER aka RUSTY PALMER, whose address is 360 MOUNTAIN VIEW LANE, COLUMBIANA, AL 35051-0000 and APRIL J. PALMER, whose address is 360 MOUNTAIN VIEW LANE, COLUMBIANA, AL 35051-0000; Husband and Wife (referred to below as "Grantor") and ServisFirst Bank, whose address is 850 SHADES CREEK PKWY, SUITE 200, BIRMINGHAM, AL 35209 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated July 11, 2013 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED OCTOBER 4, 2013; INSTRUMENT NUMBER 20131004000398750.

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

LOT 14, ACCORDING TO THE SURVEY OF LAKE WELLINGTON ESTATES, AS RECORDED IN MAP BOOK 38, PAGE 90, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

The Real Property or its address is commonly known as LOT 14 LAKE WELLINGTON, BIRMINGHAM, AL 35242.

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

INCREASING PRINCIPAL AMOUNT FROM \$500,000.00 TO \$640,000.00. CURRENT AMOUNT OF INDEBTEDNESS IS \$499,920.71.

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 hereby ratifies and affirms that Grantor's liability shall continue in full force and effect through and including the Note's now extended maturity date and that Grantor has no defenses, setoffs, or other claims against Lender arising out of this credit facility. If it is determined that any other person or entity other than Lender shall have a lien, encumbrance, or claim of any type which has a legal priority over any term of this Modification, the original terms of the Note and Mortgage shall be severable from this Modification and separately enforceable from the terms thereof as modified hereby in accordance with their original terms, and Lender shall maintain all legal or equitable priorities which were in existence before the date of execution of this Modification. It is understood by and is the intention of the parties hereto that any legal or equitable priorities of Lender over any party which were in existence before the date of execution of this Modification shall remain in effect after the execution of this Modification.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED APRIL 18, 2014.

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 CONTRACT BEFORE YOU SIGN IT.

GRANTOR:

X  (Seal)
RUSSELL TODD PALMER aka RUSTY PALMER

X  (Seal)
APRIL J. PALMER

LENDER:

SERVISFIRST BANK

X (Signature) (Seal)
CLARK ZINSMEISTER, Vice President Commercial
Banking

This Modification of Mortgage prepared by:

Name: RACHEL CORKERN
Address: 850 SHADES CREEK PKWY
City, State, ZIP: BIRMINGHAM, AL 35209

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 **RUSSELL TODD PALMER aka RUSTY PALMER and APRIL J. PALMER, Husband and Wife**, 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 16th day of APRIL, 20 14.
Margaret G. Walker
Notary Public

My commission expires 5/15/2014

LENDER ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Jefferson)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **CLARK ZINSMEISTER** whose name as **Vice President Commercial Banking** of **ServisFirst 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 **Vice President Commercial Banking** of **ServisFirst Bank**, executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 16 day of April, 20 14.
Julius C. Moon
Notary Public

My commission expires 5/15/12

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Mar 19, 2016
BONDED THRU NOTARY PUBLIC UNDERWRITERS

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Mar 19, 2016



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