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09/17/2015 03:54:41 PM  
MORTAMEN 1/2

WHEN RECORDED, RETURN TO:  
FIRST AMERICAN TITLE INSURANCE CO.  
1100 SUPERIOR AVENUE, SUITE 200  
CLEVELAND, OHIO 44114  
NATIONAL RECORDING

WHEN RECORDED MAIL TO:  
SERVISFIRST BANK  
850 SHADES CREEK PARKWAY SUITE 200  
BIRMINGHAM, AL 35209

SEND TAX NOTICES TO:  
GARY DEAN  
DEBORAH DEAN  
150 WEATHERTON TRAIL  
HARPERSVILLE, AL 35078

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE



\*00000000010004712500074008202015\*

THIS MODIFICATION OF MORTGAGE dated August 20, 2015, is made and executed between GARY DEAN and DEBORAH DEAN, whose address is 150 WEATHERTON TRAIL, HARPERSVILLE, AL 35078; 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 December 4, 2007 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED JANUARY 10, 2008 IN INSTRUMENT # 20080110000015560 .

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

SITUATED IN THE COUNTY OF SHELBY AND STATE OF ALABAMA:

LOT 6, ACCORDING TO THE SURVEY OF WEATHERTON WOODS ESTATES, AS RECORDED IN MAP BOOK 32, PAGE 3, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

The Real Property or its address is commonly known as 150 WEATHERTON TRAIL, HARPERSVILLE, AL 35078.

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

INCREASING PRINCIPLE AMOUNT FROM \$44,550.00 TO \$325,000.00.

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 AUGUST 20, 2015.


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)  
GARY DEAN

X  (Seal)  
DEBORAH DEAN

LENDER:

SERVISFIRST BANK  
X  (Seal)  
RON MORRISON, Senior Vice President

This Modification of Mortgage prepared by:

Name: FELICIA HATTEN  
Address: 850 SHADES CREEK PKWY  
City, State, ZIP: BIRMINGHAM, AL 35209

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MODIFICATION OF MORTGAGE  
(Continued)

Loan No: 100047125

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama  
COUNTY OF Jefferson

)  
) SS  
)



I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that GARY DEAN and DEBORAH DEAN, 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 20th day of August, 2015.

Lucy Owen Newton  
Notary Public

My commission expires 9/16/18

LENDER ACKNOWLEDGMENT

STATE OF Alabama  
COUNTY OF Jefferson

)  
) SS  
)



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

Given under my hand and official seal this 20th day of August, 2015.

Lucy Owen Newton  
Notary Public

My commission expires 9/16/18

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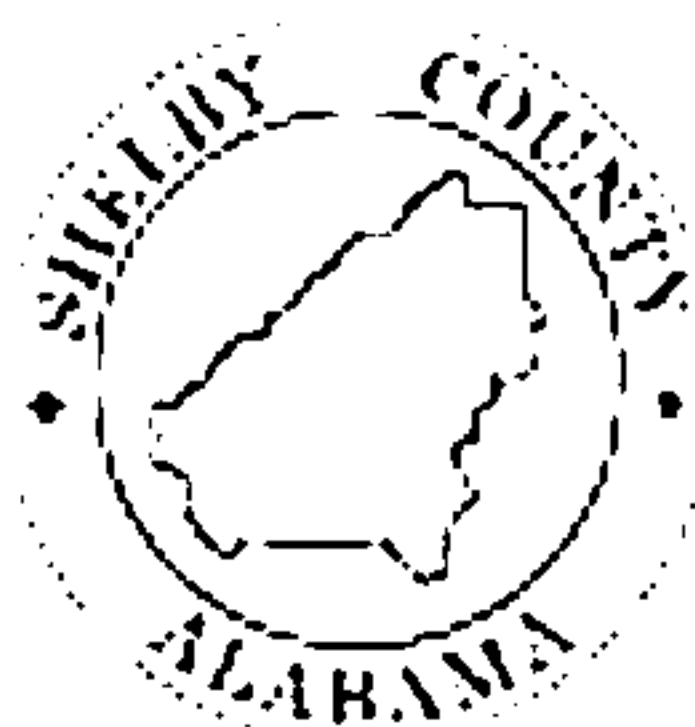
DEAN  
50408664

AL

FIRST AMERICAN ELS  
MODIFICATION AGREEMENT



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Filed and Recorded  
Official Public Records  
Judge James W. Fuhrmeister, Probate Judge,  
County Clerk  
Shelby County, AL  
09/17/2015 03:54:41 PM  
\$437.75 CHERRY  
20150917000326680

James W. Fuhrmeister