

RECORDATION REQUESTED BY:

Central State Bank
Pelham Branch
P O Box 180
Calera, AL 35040

WHEN RECORDED MAIL TO:

Central State Bank
Pelham Branch
P O Box 180
Calera, AL 35040



20151105000385360 1/3 \$57.50
Shelby Cnty Judge of Probate, AL
11/05/2015 11:30:37 AM FILED/CERT

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

Notice: The original principal amount available under the Note (as defined below), which was \$180,000.00 (on which any required taxes already have been paid), now is increased by an additional \$25,000.00.

THIS MODIFICATION OF MORTGAGE dated October 29, 2015, is made and executed between Jeremy D. Sims, Husband and Wife; Tiffany Sims, Jerry Sims, Husband and Wife; Patricia Sims (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 April 30, 2015 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

Recorded in Instrument #20150512000156450.

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

1ST MTG DTD 4/30/15 & DATED 10/29/15 RESIDENTIAL REAL ESTATE SHELBY AL
The Real Property or its address is commonly known as 101 Lucas Lane, Alabaster, AL 35007.

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

Increase loan amount to Two Hundred Five Thousand Dollars and XX/100 (\$205,000.00).

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 OCTOBER 29, 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.

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)
Jeremy D. Sims
X _____ (Seal)
Patricia Sims

X _____ (Seal)
Jerry Sims
X _____ (Seal)
Tiffany Sims
TIFFANNI

LENDER:


CENTRAL STATE BANK
X _____ (Seal)
Authorized Signer

MODIFICATION OF MORTGAGE
(Continued)

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This Modification of Mortgage prepared by:

Name: TRA HERRON , CLOSING DEPT MANAGER
Address: P O Box 180
City, State, ZIP: Calera, AL 35040


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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 **Jeremy D. Sims; Jerry Sims; Patricia Sims; and Tiffany Sims**, 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 29th day of October, 2015.

My commission expires 4/4/16


Notary Public

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 29th day of October, 2015.

My commission expires MY COMMISSION EXPIRES 08/06/2018


Notary Public


**STATE OF ALABAMA
SHELBY COUNTY**



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I, the undersigned authority, a Notary Public, in and for said County in said State, personally appeared **Tiffany Sims by Power of Attorney Jeremy D Sims**, whose names are signed to the foregoing Assignment of Rents & Leases and who are known to me, acknowledged before me on this day, that, they being informed of the contents of said agreement, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this **29th** day of **October 2015**.


Notary Public

My Commission Expires:

4/4/16