

(Increase \$26,000.00)



20160112000011340 1/2 \$56.00
Shelby Cnty Judge of Probate, AL
01/12/2016 11:19:06 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 \$100,000.00 (on which any required taxes already have been paid), now is increased by an additional \$26,000.00.

THIS MODIFICATION OF MORTGAGE dated December 23, 2015, is made and executed between Bobby Ray Holsomback, a married man (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 June 25, 2015 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

Recorded in Instrument #20150715000240420 .

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

1ST MTG DTD 6/25/15 & MODIFIED 12/23/15 COMMERCIAL REAL ESTATE SHELBY CO, AL & ASSIGNMENT OF RENTS & LEASES

The Real Property or its address is commonly known as AL.

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

Increase to One Hundred Twenty Six Thousand Dollars and xx/100 (\$126,000).

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 DECEMBER 23, 2015.

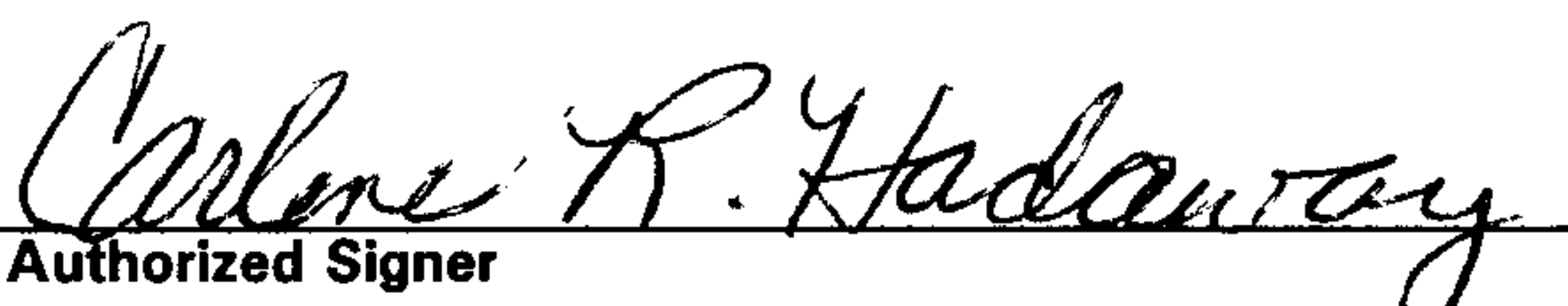
THIS MODIFICATION IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MODIFICATION IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

GRANTOR:

x  (Seal)
Bobby Ray Holsomback

LENDER:

CENTRAL STATE BANK

x  (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name:
Address:
City, State, ZIP:

MODIFICATION OF MORTGAGE
(Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ALABAMA

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) SS

COUNTY OF SHELBY

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I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **Bobby Ray Holsomback**, 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 23RD day of DECEMBER, 2015.

Carlene R. Hadaway
Notary Public

My commission expires _____ MY COMMISSION EXPIRES DECEMBER 10, 2017

LENDER ACKNOWLEDGMENT

STATE OF ALABAMA

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) SS

COUNTY OF SHELBY

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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 23RD day of DECEMBER, 2015.

Cathy Johnson
Notary Public

My commission expires _____ MY COMMISSION EXPIRES 08/06/2018