

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

20160524000177620 1/2 \$1519.00
Shelby Cnty Judge of Probate, AL
05/24/2016 02:02:53 PM FILED/CERT

(Increase \$1,000,000.00)

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 \$1,500,000.00 (on which any required taxes already have been paid), now is increased by an additional \$2,500,000.00.

THIS MODIFICATION OF MORTGAGE dated May 16, 2016, is made and executed between Gary Michael Davis, Husband and Wife; Gail E Davis; J L Davis, Husband and Wife and Kathy Jean Davis (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 December 1, 2011 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded 12/07/2011 Instrument #20111207000369790 & Modification Recorded 06/16/2014 Instrument #20140616000180960.

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

1st Mortgage Dated 12/1/2011 and Last Modified 5/16/16 Commercial Real Estate, Shelby County, Alabama & Assignment of Rents & Leases Dated 12/1/2011

The Real Property or its address is commonly known as 8809 Hwy 25, Calera, AL 35040.

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

Increase loan to Two Million Five Hundred Thousand and xx/100 (\$2,500,000.00.

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 MAY 16, 2016.

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 Gary Michael Davis (Seal)
Gary Michael Davis

X Gail E Davis (Seal)
Gail E Davis

X J L Davis (Seal)
J L Davis

X Kathy Jean Davis (Seal)
Kathy Jean Davis

LENDER:

CENTRAL STATE BANK

X Authorized Signer (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: TRA HERRON, CLOSING DEPT MANAGER
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 **Gary Michael Davis; Gail E Davis; J L Davis; and Kathy Jean Davis**, 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 May, 2016.
[Signature]
Notary Public

My commission expires MY COMMISSION EXPIRES 03/18/2020


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 John Cocoris whose name as 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 John Cocoris of **Central State Bank**, executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 16th day of May, 2016.
Cathy Johnson
Notary Public

My commission expires MY COMMISSION EXPIRES 08/06/2018


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