

THIS INSTRUMENT PREPARED BY:

Metro Bank
800 Martin St S
Pell City, AL 35128-0000

AFTER RECORDING RETURN TO:

Metro Bank
800 Martin St S
Pell City, AL 35128-0000



20170330000106970 1/4 \$99.00
Shelby Cnty Judge of Probate, AL
03/30/2017 01:57:18 PM FILED/CERT

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LOAN NUMBER: 502081000

NMLS COMPANY IDENTIFIER: 407722

NMLS ORIGINATOR IDENTIFIER: 201120

MODIFICATION AGREEMENT - MORTGAGE

THIS MODIFICATION AGREEMENT ("Agreement") is made this 24th day of March, 2017, between RONALD D HAWKINS and KAREN D HAWKINS, a married couple, whose address is 2145 HIGHWAY 50, VANDIVER, Alabama 35176 ("Mortgagor"), and Metro Bank whose address is 800 Martin St S, Pell City, Alabama 35128 ("Lender").

Metro Bank and Mortgagor entered into a Mortgage dated December 9, 2016 and recorded on December 16, 2016, filed for record in Instrument Number 20161216000460560, records of County of Shelby, State of Alabama ("Mortgage"). The Mortgage covers the following described real property:

Address: 2145 Highway 50, Vandiver, Alabama 35176

Legal Description: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PERMANENT PART THEREOF.

It is the express intent of the Mortgagor and Lender to modify the terms and provisions set forth in the Mortgage. Mortgagor and Lender hereby agree to modify the Mortgage as follows:

- MORTGAGE DATED 12/09/16 NOW MODIFIED FROM \$150,000.00 TO \$200,000.00 IN THE NAME OF RONALD D. HAWKINS, AND SPOUSE KAREN D. HAWKINS.

Mortgagor and Lender agree that the Mortgage including such changes, modifications, and amendments as set forth herein, shall remain in full force and effect with respect to each and every term and condition thereof and nothing herein contained shall in any manner affect the lien of the Mortgage on the Property. Nothing contained herein shall in any way impair the Mortgage or the security now held for the indebtedness thereunder, or alter, waive, annul, vary, or affect any provision, term, condition, or covenant therein, except as herein provided, nor affect or impair any rights, powers, privileges, duties, or remedies under the Mortgage it being the intent of Mortgagor and Lender that the terms and provisions thereof shall continue in full force and effect, except as specifically modified herein. Nothing in this Agreement shall constitute a satisfaction of the promissory note or notes, or other credit agreement or agreements secured by the Mortgage.

Lender's consent to this Agreement does not waive Lender's right to require strict performance of the Mortgage modified above, nor obligate Lender to make any future modifications. Any guarantor or cosigner shall not be released by virtue of this Agreement.

If any Mortgagor who signed the original Mortgage does not sign this Agreement, then all Mortgagors signing below acknowledge that this Agreement is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Agreement 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.



LENDER: Metro Bank

By: Ashley Vandiver
Its: Assistant Vice President

Date

BUSINESS ACKNOWLEDGMENT

STATE OF ALABAMA)
COUNTY OF ST. CLAIR)

I, THE UNDERSIGNED AUTHORITY, NOTARY PUBLIC in and for said County and in said State, hereby certify that Ashley Vandiver, Assistant Vice President of Metro Bank, a(n) Alabama State Member Bank, 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 the instrument, he or she, in his or her official capacity and with full authority, executed the same voluntarily for and as the act of said State Member Bank.

Given under my hand this the 24th day of March, 2017.

My commission expires:

My Commission Expires November 30, 2019

(Official Seal)


THE UNDERSIGNED AUTHORITY
NOTARY PUBLIC


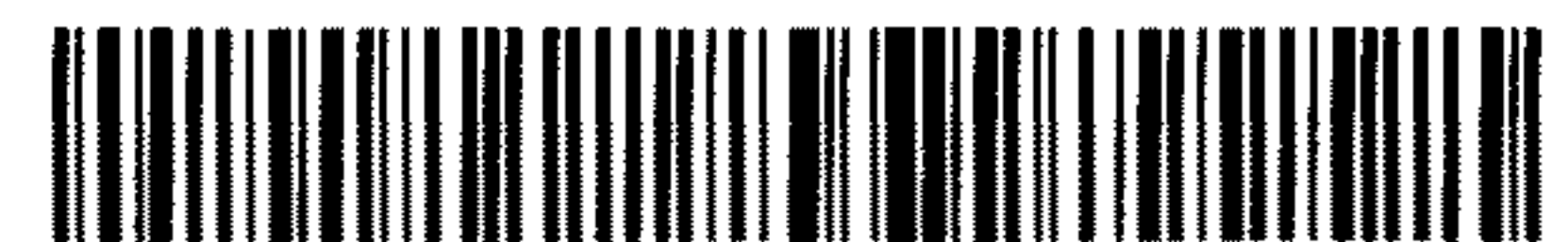

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EXHIBIT A


PARCEL I: PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 18 SOUTH, RANGE 1 EAST, SHELBY COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

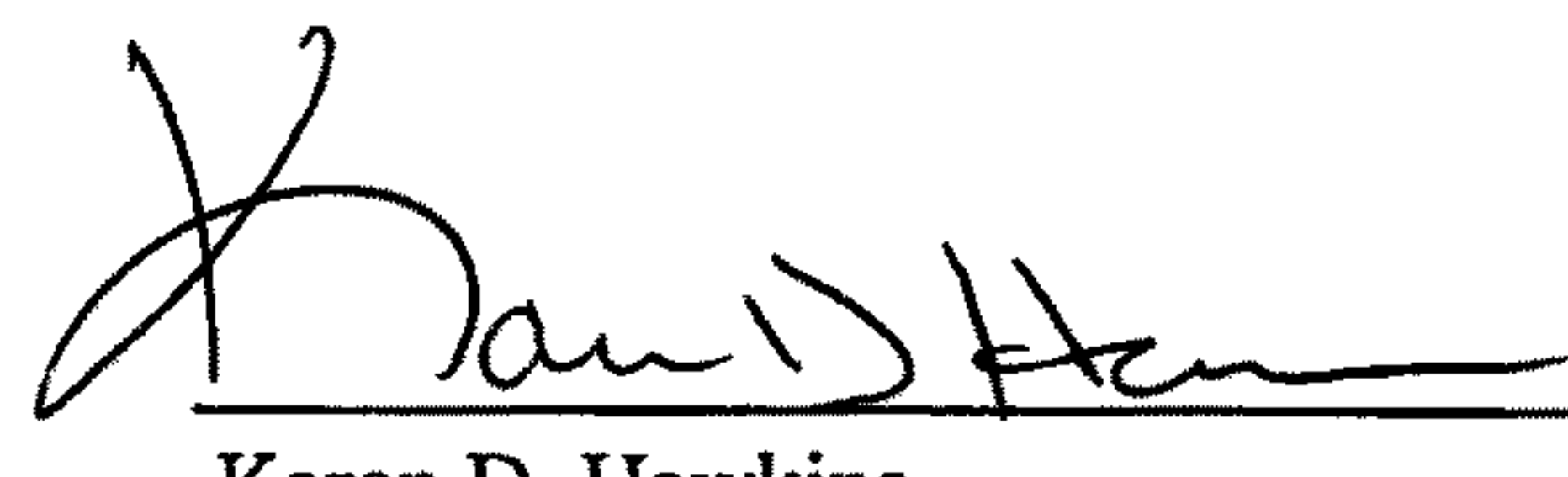
FROM AN EXISTING 3/8 INCH SOLID IRON BAR BEING THE LOCALLY ACCEPTED SOUTHWEST CORNER OF SAID NORTHWEST QUARTER OF NORTHEAST QUARTER OF SAID SECTION 12, RUN IN A NORTHERLY DIRECTION ALONG THE WEST LINE OF SAID QUARTER-QUARTER SECTION FOR A MEASURED DISTANCE OF 148.94 FEET TO AN EXISTING 3/8 INCH SOLID IRON BAR BEING THE POINT OF BEGINNING; THENCE CONTINUE IN A NORTHERLY DIRECTION ALONG LAST MENTIONED COURSE FOR A DISTANCE OF 288.14 FEET TO AN EXISTING IRON REBAR SET BY WEYGAND AND BEING ON THE SOUTH LINE OF AN EXISTING 20 FOOT EASEMENT FOR INGRESS AND EGRESS; THENCE TURN AN ANGLE TO THE RIGHT OF 90° 00' 41" AND RUN IN AN EASTERLY DIRECTION ALONG THE SOUTH LINE OF SAID 20 FOOT EASEMENT FOR A DISTANCE OF 313.61 FEET TO AN EXISTING IRON REBAR SET BY WEYGAND; THENCE TURN AN ANGLE TO THE RIGHT OF 90° 00' 11" AND RUN IN A SOUTHERLY DIRECTION FOR A DISTANCE OF 288.14 FEET TO AN EXISTING IRON REBAR; THENCE TURN AN ANGLE TO THE RIGHT OF 90° 01' 28" AND RUN IN A WESTERLY DIRECTION FOR A DISTANCE OF 313.61 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. LESS AND EXCEPT THAT PART LYING WITHIN THE RIGHT OF WAY OF SHELBY COUNTY ROAD #50.



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Signed for identification.


Ronald D. Hawkins
3-24-17
Date


Karen D. Hawkins
3-24-17
Date