

**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



20170407000118780 1/2 \$101.20  
Shelby Cnty Judge of Probate, AL  
04/07/2017 01:10:35 PM 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 \$10,200.00 (on which any required taxes already have been paid), now is increased by an additional \$54,800.00.

THIS MODIFICATION OF MORTGAGE dated March 23, 2017, is made and executed between Mike Kelley; Sandra Kelley, Husband and Wife and Denise Graham, an unmarried woman (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 March 23, 2017 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Mortgage Modification Recorded in Instrument # 20150128000028950 in the Office of the Judge of Probate, Shelby County, Alabama.

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

2nd Mortgage Dated 11/7/2012 and last modified 3/23/17 Commercial Real Estate, Shelby County, Alabama & Assignment of Rents & Leases Dtd 1/15/15

The Real Property or its address is commonly known as 5 Brown Circle, Alabaster, AL 35007.

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

Increase Mortgage to Seventy Thousand Dollars and xx/100 (\$75,000.00).

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 endorser 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 MARCH 23, 2017.

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:

▼ Mike Kelley (Seal)  
Mike Kelley

▼ Sandra Kelley (Seal)  
Sandra Kelley

x Denise Graham (Seal)  
Denise Graham

LENDER:

CENTRAL STATE BANK


x Sharon A. Waits (Seal)  
Authorized Signer

MODIFICATION OF MORTGAGE  
(Continued)

Page 2

This Modification of Mortgage prepared by:

Name: Diane Rachels, NMLSR# 908111  
Address: P O Box 180  
City, State, ZIP: Calera, AL 35040

  
20170407000118780 2/2 \$101.20  
Shelby Cnty Judge of Probate, AL  
04/07/2017 01:10:35 PM FILED/CERT

INDIVIDUAL ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Mike Kelley; Sandra Kelley; and Denise Graham, 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 23rd day of March, 2017.

Susan A. Waits  
Notary Public

My commission expires \_\_\_\_\_

My Commission Expires April 2, 2017

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 Sr. VP 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 officer of Central State Bank, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 23rd day of March, 2017.

Susan A. Waits  
[Signature]  
Notary Public

My commission expires 3/18/2020