

WHEN RECORDED, RETURN TO:
FIRST AMERICAN TITLE INSURANCE CO.
1100 SUPERIOR AVENUE, SUITE 200
CLEVELAND, OHIO 44114

20170420000135160 1/3 \$321.00
Shelby Cnty Judge of Probate, AL
04/20/2017 01:13:22 PM FILED/CERT

SEND TAX NOTICES TO:
TIMOTHY M. POWELL
ALECIA M. POWELL
2845 BERKELEY DRIVE
BIRMINGHAM, AL 35242

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

Principal balance:
\$200,000

MODIFICATION OF MORTGAGE

Extending maturity
date to December 20,
2036. \$0
indebtedness.



00000000010011908000074012212016

THIS MODIFICATION OF MORTGAGE dated December 21, 2016, is made and executed between **TIMOTHY M. POWELL**, whose address is 2845 BERKELEY DRIVE, BIRMINGHAM, AL 35242 and **ALECIA M. POWELL**, whose address is 2845 BERKELEY DR, BIRMINGHAM, AL 35242; Husband and Wife (referred to below as "Grantor") and **ServisFirst Bank**, whose address is 850 SHADES CREEK PKWY, SUITE 200, BIRMINGHAM, AL 35209 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated November 3, 2006 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON MARCH 7, 2007 INSTRUMENT NUMBER 20070307000103430 IN SHELBY COUNTY.

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

See the exhibit or other description document which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 2845 BERKELEY DRIVE, BIRMINGHAM, AL 35242.

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

THE MATURITY DATE HAS BEEN EXTENDED TO DECEMBER 20, 2036. CURRENT AMOUNT OF INDEBTEDNESS IS \$0.

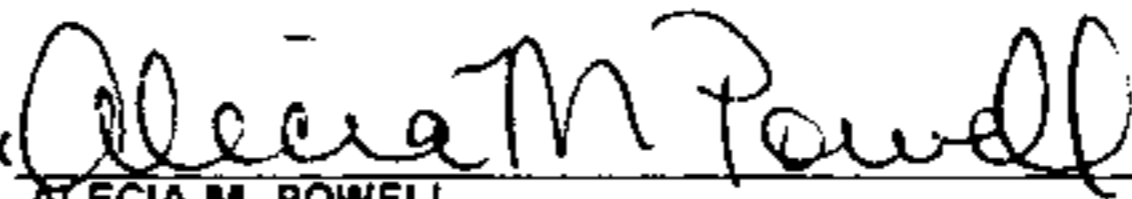
CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right 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 hereby ratifies and affirms that Grantor's liability shall continue in full force and effect through and including the Note's now extended maturity date and that Grantor has no defenses, setoffs, or other claims against Lender arising out of this credit facility. If it is determined that any other person or entity other than Lender shall have a lien, encumbrance, or claim of any type which has a legal priority over any term of this Modification, the original terms of the Note and Mortgage shall be severable from this Modification and separately enforceable from the terms thereof as modified hereby in accordance with their original terms, and Lender shall maintain all legal or equitable priorities which were in existence before the date of execution of this Modification. It is understood by and is the intention of the parties hereto that any legal or equitable priorities of Lender over any party which were in existence before the date of execution of this Modification shall remain in effect after the execution of this Modification.

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 21, 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  (Seal)
TIMOTHY M. POWELL

x  (Seal)
ALECIA M. POWELL

LENDER:

SERVISFIRST BANK

x  (Seal)
RON MORRISON, Senior Vice President

This Modification of Mortgage prepared by:

Name: YOHANCE JONES
Address: 850 SHADES CREEK PKWY
City, State, ZIP: BIRMINGHAM, AL 35209

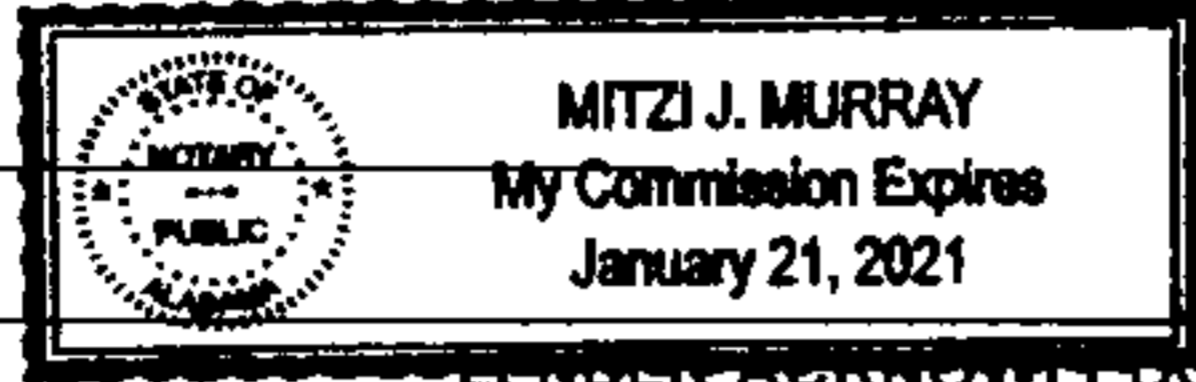
INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Jefferson)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **TIMOTHY M. POWELL and ALECIA M. POWELL, Husband and Wife**, 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 19th day of January, 2017.

My commission expires _____



Mitzi J. Murray
Notary Public

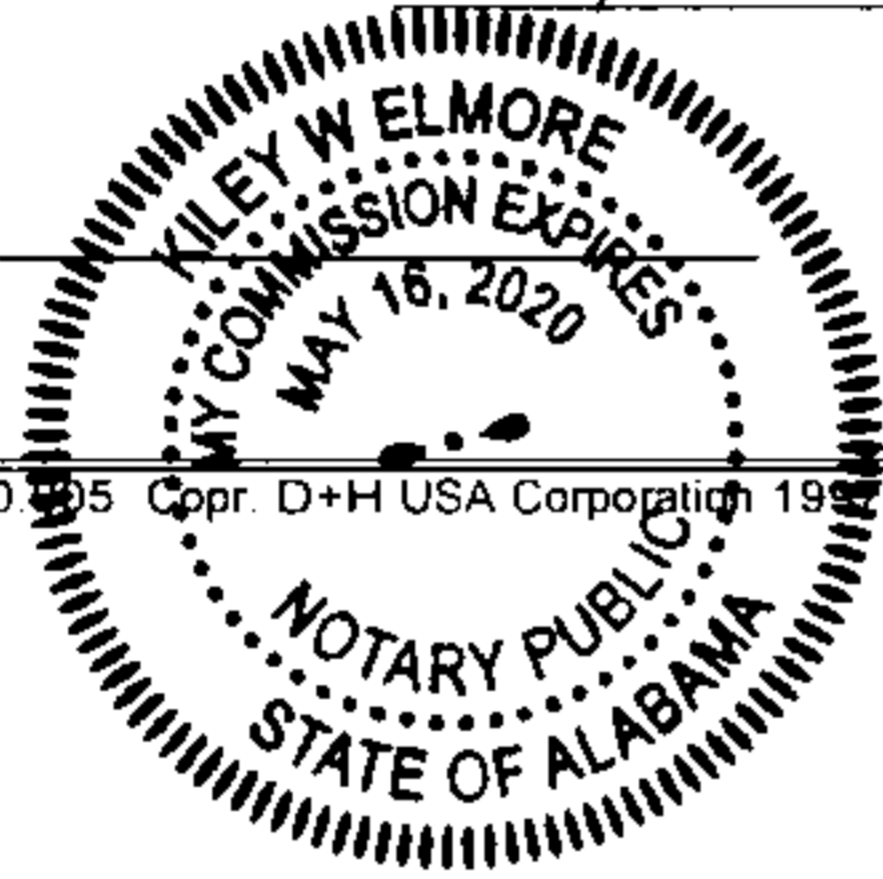
LENDER ACKNOWLEDGMENT

STATE OF AL)
) SS
COUNTY OF Jeff)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **RON MORRISON** whose name as **Senior Vice President** of **ServisFirst 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 **Senior Vice President** of **ServisFirst Bank**, executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 19th day of January, 2017.

My commission expires _____



Kiley W. Elmore
Notary Public



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EXHIBIT "A"



LEGAL DESCRIPTION


HAVING A TAX IDENTIFICATION NUMBER OF 10-2-10-0-004-026-000A
PARCEL OF LAND LOCATED IN THE CITY OF BIRMINGHAM, COUNTY OF
SHELBY, STATE OF ALABAMA, AND KNOWN AS:

BEING LOT NUMBER LOT:23 BLOCK:2 IN WOODFORD AMD MAP AS SHOWN IN
THE RECORDED PLAT/MAP THEREOF IN 8-51 OF SHELBY COUNTY RECORDS.

10-2-10-0-004-026-000
2845 BERKELEY DR; BIRMINGHAM, AL 35242-4101

lf
30695564/f

 POWELL
52311295 AL
FIRST AMERICAN ELS
MODIFICATION OF MORTGAGE



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