

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



20170606000198500 1/3 \$82 35
Shelby Cnty Judge of Probate, AL
06/06/2017 09 59:32 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 \$142,937.00 (on which any required taxes already have been paid), now is increased by an additional \$40,884.92.

THIS MODIFICATION OF MORTGAGE dated May 5, 2017, is made and executed between Alex Chavez, Husband and Wife and Holly Chavez (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 24, 2014 (the "Mortgage") which has been recorded in BIBB & SHELBY County, State of Alabama, as follows:

Recorded Instrument #20140403000095870, RPB 291 227.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in BIBB & 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 AL.

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


Increase loan to One Hundred Forty Two Thousand Nine Hundred Thirty Seven Thousand and (\$142,937.00).

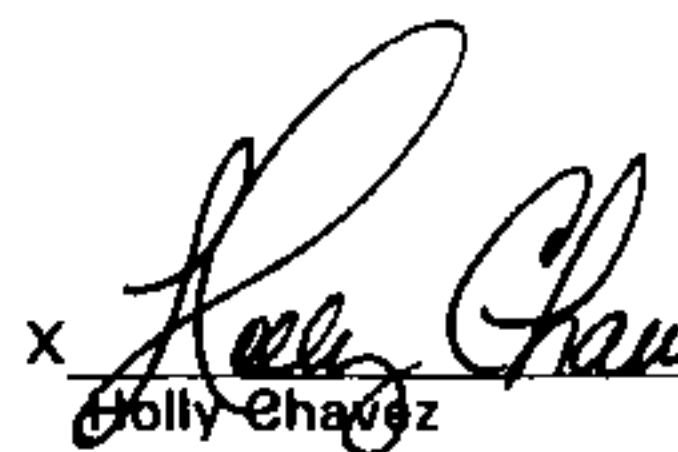
CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right 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 MAY 5, 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:

X  (Seal)
Alex Chavez

X  (Seal)
Holly Chavez

LENDER:

CENTRAL STATE BANK
X  (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

MODIFICATION OF MORTGAGE
(Continued)

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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 **Alex Chavez and Holly Chavez**, 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 5th day of MAY, 2017
Brittany Gail Compton
Notary Public
My commission expires 10/11/17

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 BRITTANY GAIL COMPTON whose name as _____ 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 _____ of **Central State Bank**, executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 5TH day of MAY, 2017.
Cathy Johnson
Notary Public
My commission expires MY COMMISSION EXPIRES 08/08/2018


20170606000198500 2/3 \$82.35
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Lot 75, according to the Map and Survey of Summerchase, Phase I, as recorded in Map Book 23, Page 7, in the Probate Office of Shelby County, Alabama.

For information purposes only, the property address is purported to be:
101 Summerchase Parkway, Calera, AL 35040



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The NW 1/4 of the SE 1/4; the NE 1/4 of the SE 1/4; and the NE 1/4 of the SW 1/4, including all the lots in Hawkinsville purchased by E.C. Day, Jr., deceased, but excluding two (2) lots in said forty in Hawkinsville belonging to Mrs. Lin Edwards, all being in Section 12, Township 24 North, Range 10 East, Bibb County, Alabama.

Together with a perpetual non-exclusive easement thirty feet in width, for road purposes, for ingress and egress to and from above described lands, more particularly described as follows:

EASEMENT 2:

Commencing at a rock pile at the Northeast corner of the NE 1/4 of the SE 1/4 of Section 12, Township 24 North, Range 10 East, Bibb County, Alabama; thence run South 89 degrees 50 minutes 22 seconds West for 2146.01 feet along the North line of the S 1/2 of said Section 12 to the point of beginning of a 30-foot access easement for ingress and egress, being fifteen feet each side of the following described centerline; thence run North 14 degrees 49 minutes 17 seconds West for 235.30 feet to a point; thence run in a Northwesternly direction along the arc of a curve to the left, having a radius of 325.00 feet, an arc length of 559.44 feet, and a chord bearing and distance of North 64 degrees 08 minutes 04 seconds West, 492.88 feet to a point; thence run in a Westerly direction along the arc of a curve to the right, having a radius of 400.00 feet, an arc length of 196.40 feet, and a chord bearing and distance of South 80 degrees 37 minutes 06 seconds West, 194.43 feet to a point; thence run North 85 degrees 18 minutes 56 seconds West for 207.08 feet to a point; thence run in a Northwesternly direction along the arc of a curve to the right, having a radius of 275.00 feet, an arc length of 391.63 feet, and a chord bearing and distance of North 44 degrees 31 minutes 05 seconds West, 359.36 feet to a point; thence run North 3 degrees 43 minutes 14 seconds West for 322.79 feet to a point; thence run in a Northwesternly direction along the arc of a curve to the left, having a radius of 250.00 feet, an arc length of 276.97 feet, and a chord bearing and distance of North 35 degrees 27 minutes 33 seconds West, 263.02 feet to a point; thence run in a Northwesternly direction along the arc of a curve to the right, having a radius of 673.54 feet, an arc length of 452.87 feet, and a chord bearing and distance of North 47 degrees 56 minutes 09 seconds West, 444.39 feet to a point; thence run North 28 degrees 40 minutes 26 seconds West for 23.00 feet, more or less, to a point on the East right of way of County Road 65 and the point of ending. Said described easement lies in the N 1/2 of Section 12, Township 24 North, Range 10 East, Bibb County, Alabama. The sidelines of the above described easement are to be prolonged or shortened to terminate on said North line of the S 1/2 of Section 12, Township 24 North, Range 10 East, Bibb County, Alabama, and said East right of way of County Road No. 65.