

20170706000240720  
07/06/2017 03:42:29 PM  
MORTAMEN 1/4

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This instrument was prepared by Thomas W. Russell, EvaBank, 1710 Cherokee Ave. SW, Cullman, AL 35055

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## MODIFICATION OF MORTGAGE

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**DATE AND PARTIES.** The date of this Real Estate Modification (Modification) is June 15, 2017. The parties and their addresses are:

**MORTGAGOR:**

**COVENANT BUILDERS, INC.**

An Alabama Corporation

5855 HWY 51

WILSONVILLE, AL 35186

**LENDER:**

**EVABANK**

Organized and existing under the laws of Alabama

2915 Clairmont Ave.

Birmingham, AL 35205

**1. BACKGROUND.** Mortgagor and Lender entered into a security instrument dated 11/16/2016 and recorded on 11/17/2016 (Security Instrument). The Security Instrument was recorded in the records of Shelby County, Alabama at INSTRUMENT NUMBER 201611170000424040 and covered the following described Property:

REFER TO EXHIBIT A WHICH IS ATTACHED HERETO AND MADE A PART HEREOF

The property is located in Shelby County at LOTS 1-10 BRIDGE DRIVE, BIRMINGHAM, Alabama 35242.

**2. MODIFICATION.** For value received, Mortgagor and Lender agree to modify the Security Instrument as provided for in this Modification.

The Security Instrument is modified as follows:

**A. Secured Debt.** The secured debt provision of the Security Instrument is modified to read:

(1) Secured Debts and Future Advances. The term "Secured Debts" includes and this Security Instrument will secure each of the following:

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COVENANT BUILDERS, INC.  
Alabama Real Estate Modification  
AL/4TRUSSELL00000000001289020N

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Initials *LRW*  
Page 1



(a) Specific Debts. The following debts and all extensions, renewals, refinancings, modifications and replacements. A renewal note or other agreement, dated June 15, 2017, from Mortgagor to Lender, with a loan amount of \$310,285.00.

(b) Future Advances. All future advances from Lender to Mortgagor under the Specific Debts executed by Mortgagor in favor of Lender after this Security Instrument. If more than one person signs this Security Instrument, each agrees that this Security Instrument will secure all future advances that are given to Mortgagor either individually or with others who may not sign this Security Instrument. All future advances are secured by this Security Instrument even though all or part may not yet be advanced. All future advances are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future advances in any amount. Any such commitment must be agreed to in a separate writing.

(c) Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

**3. WARRANTY OF TITLE.** Mortgagor warrants that Mortgagor continues to be lawfully seized of the estate conveyed by the Security Instrument and has the right to grant, bargain, convey, sell and mortgage with the power of sale the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.

**4. CONTINUATION OF TERMS.** Except as specifically amended in this Modification, all of the terms of the Security Instrument shall remain in full force and effect.

**5. ADDITIONAL TERMS.** INCREASING MORTGAGE TO \$310,285.00 FROM \$257,000 OR A \$53,285.00 INCREASE.

**SIGNATURES.** By signing under seal, Mortgagor agrees to the terms and covenants contained in this Modification. Mortgagor also acknowledges receipt of a copy of this Modification.

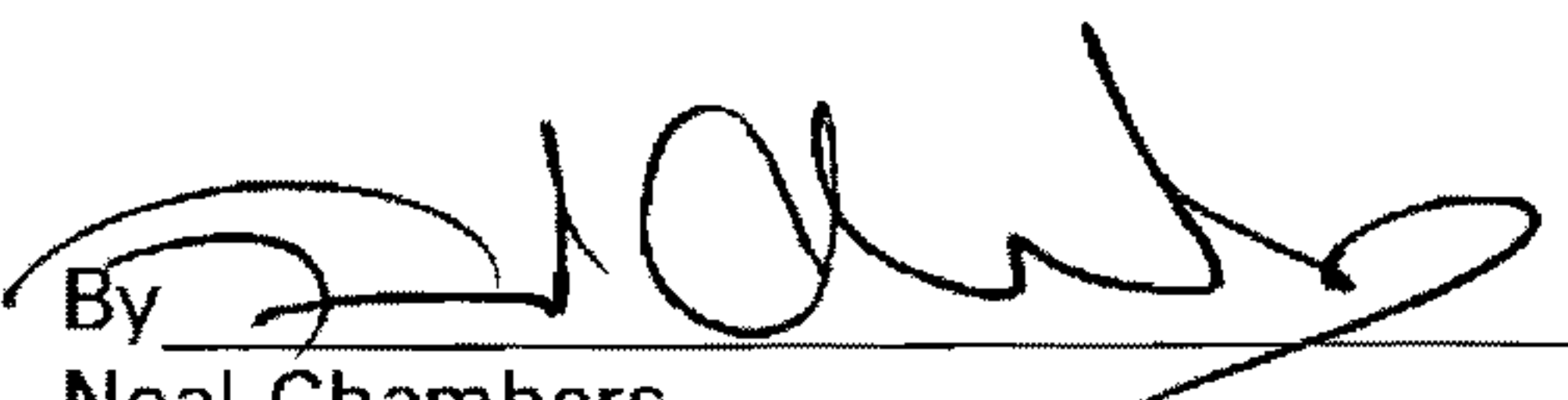
**MORTGAGOR:**

COVENANT BUILDERS, INC.

By  (Seal)  
KENNETH THOMAS WERK, JR., AGENT

**LENDER:**

EvaBank

By  (Seal)  
Neal Chambers

ACKNOWLEDGMENT.

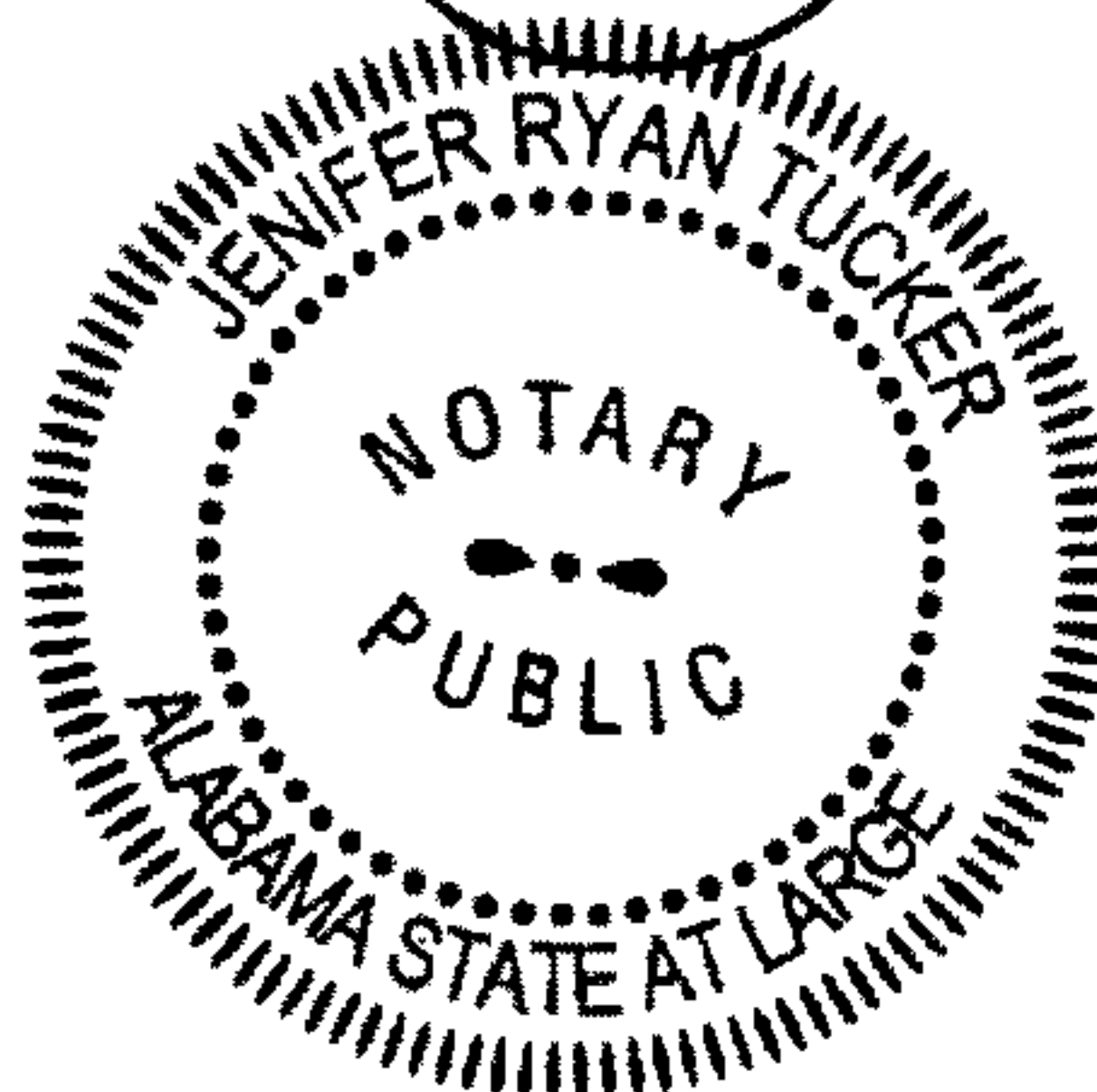
State Alabama OF Jefferson County OF Jefferson ss.

I, Jenifer Ryan Tucker, a notary public, in and for said County in said State, hereby certify that KENNETH THOMAS WERK, JR., whose name(s) as AGENT of the COVENANT BUILDERS, INC. a corporation, is/are 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/she/they, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation. Given under my hand this the 15<sup>th</sup> day of June, 2017.

My commission expires:

Notary Public - Alabama State At Large  
My Commission Expires  
October 3, 2017  
Bonded Thru Notary Public Underwriters

Jenifer Ryan Tucker  
(Notary Public)



(Lender Acknowledgment)

State Alabama OF Jefferson County OF Jefferson ss.

I, Jenifer Ryan Tucker, a notary public, in and for said County in said State, hereby certify that Neal Chambers, whose name(s) as Loan Officer of EvaBank, a corporation, is/are 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/she/they, as such officer(s) and with full authority, executed the same voluntary for and as the act of said corporation. Given under my hand this the 15<sup>th</sup> day of June, 2017.

My commission expires:

Notary Public - Alabama State At Large  
My Commission Expires  
October 3, 2017  
Bonded Thru Notary Public Underwriters

Jenifer Ryan Tucker  
(Notary Public)

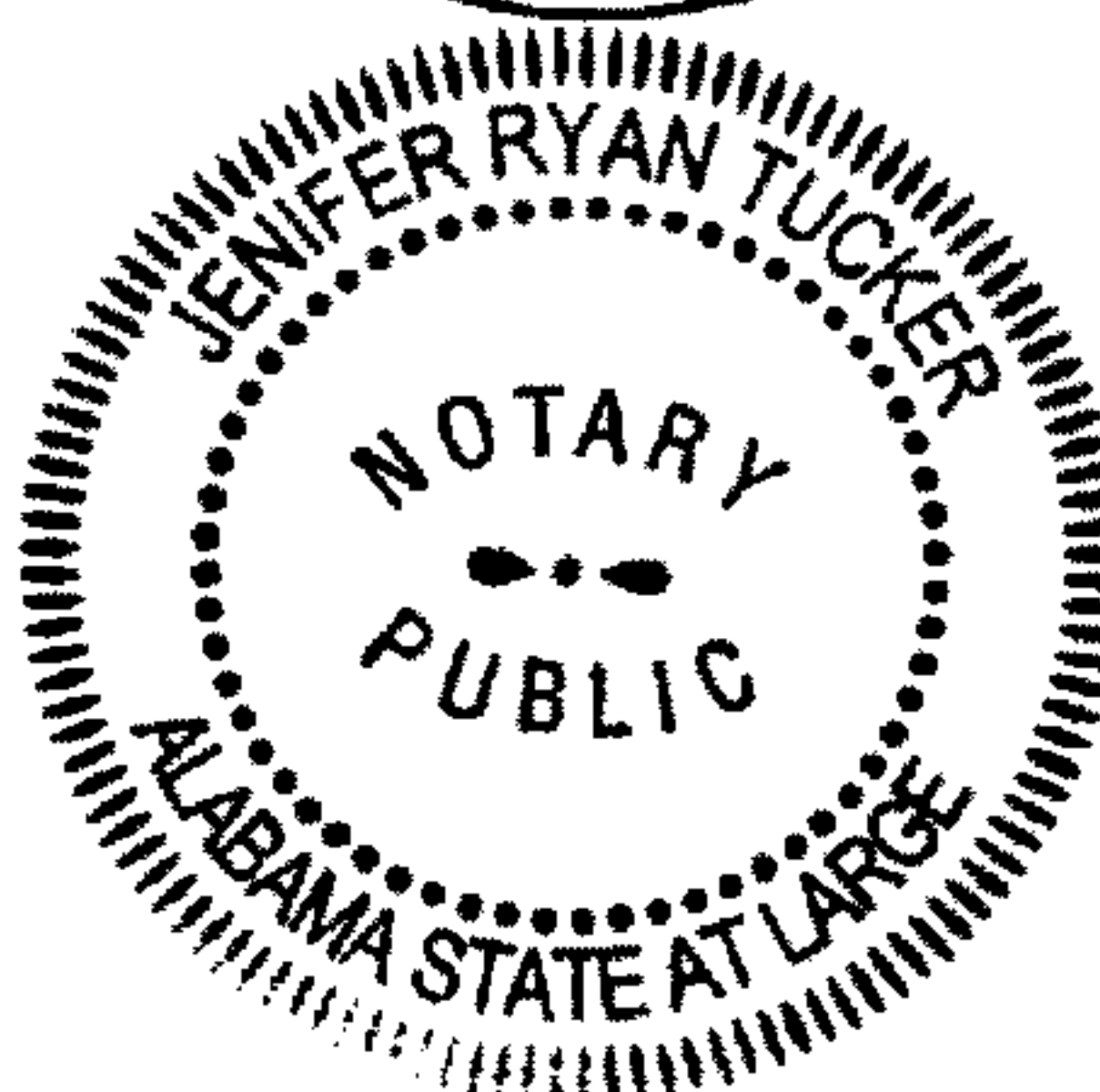
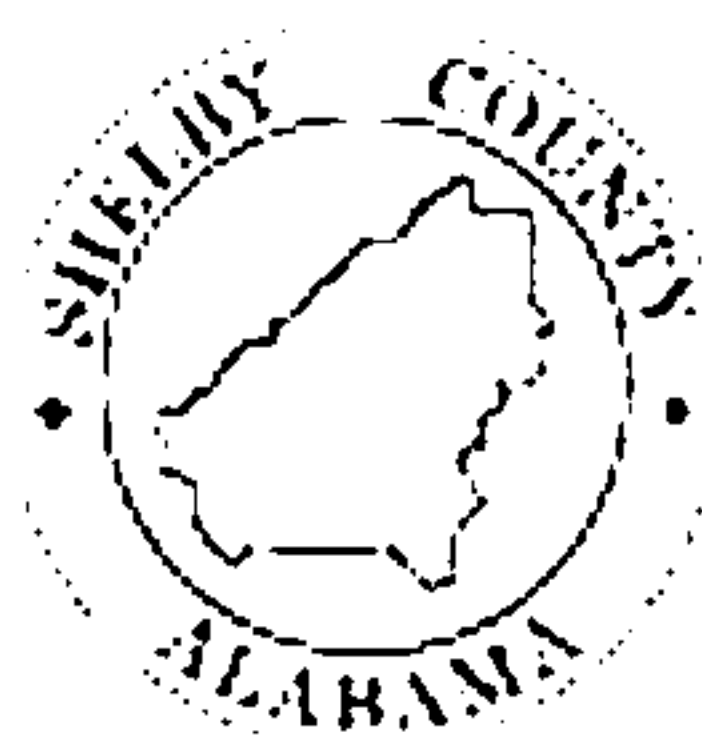




EXHIBIT "A"

**A Parcel of land situated in the Southeast quarter of Section 6, Township 19 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:**

**Commence at the Northeast corner of the Southeast Quarter of the Southeast Quarter of said Section 6, also being the Southeast corner of Lot 17A of Wilkins Resurvey as recorded in Map Book 34 on Page 19 in the Office of the Judge of Probate, Shelby County, Alabama; thence run South 89° 27' 53" West along the North line of said Section 6 and also along the South line of said Lot 17A and Lot 18A in said Wilkins Resurvey for a distance of 326.56 feet to the Point of Beginning at an iron pin found with Arrington cap; thence continue along last stated course for a distance of 1,064.77 feet to an iron pin set with SSI cap; thence run South 00° 33' 00" East for a distance of 102.64 feet to an iron pin set with SSI cap; thence run North 89° 27' 00" East for a distance of 820.00 feet to an iron pin set with SSI cap; thence run North 79° 35' 09" East for a distance of 137.05 feet to an iron pin set with SSI cap; thence run North 59° 52' 20" East for a distance of 136.86 feet to an iron pin set with SSI cap; thence run North 39° 52' 41" West for a distance of 14.65 feet to the Point of Beginning.**



Filed and Recorded  
Official Public Records  
Judge James W. Fuhrmeister, Probate Judge,  
County Clerk  
Shelby County, AL  
07/06/2017 03:42:29 PM  
\$103.95 CHERRY  
20170706000240720

A handwritten signature in black ink, appearing to be "James W. Fuhrmeister", is written over the official text.