THIS INSTRUMENT PREPARED BY: Central State Bank 57 Highway 87 Calera, AL 35040-0000 201707070000242210 1/4 \$59.25 Shelby Cnty Judge of Probate, AL 07/07/2017 12:26:14 PM FILED/CERT

AFTER RECORDING RETURN TO: Central State Bank PO Box 180 Calera, AL 35040-0000

(Space Above This Line For Recording Data)

LOAN NUMBER: 2001853

## MODIFICATION AGREEMENT - MORTGAGE

THIS MODIFICATION AGREEMENT ("Agreement") is made this 20th day of June, 2017, between TYRONE QUARLES, an individual who is either single or whose spouse doesn't hold any ownership interest, whose address is 101 SEAMS WAY DR, ALABASTER, Alabama 35007 ("Mortgagor"), and Central State Bank whose address is P.O. BOX 180, Calera, Alabama 35040 ("Lender").

Central State Bank and Mortgagor entered into a Mortgage dated June 20, 2017 and Mortgage Modification recorded 20161206000444720, records of County of Shelby, State of Alabama ("Mortgage"). The Mortgage covers the following described real property:

Address: 236 1st Street South, ALABASTER, Alabama 35007

Legal Description: See Legal Description

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:

• Change maturity extension to none Increase mortgage amount from \$201,575 to \$225,000.

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.

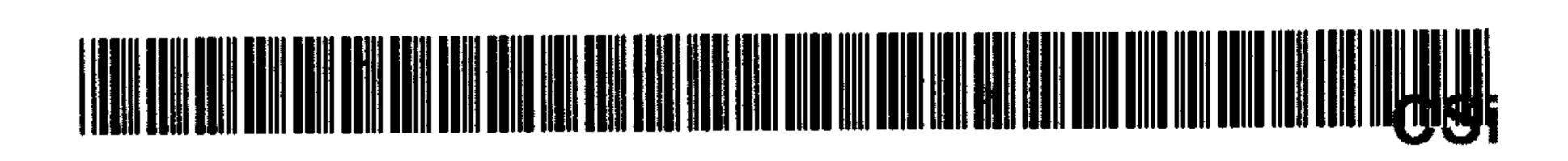
If any Mortgagor who signed the original Mortgage does not sign this Agreement, then all Mortgagors signing below acknowledge that this Agreement is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Agreement or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

This Agreement shall be binding upon the heirs, successors, and assigns with respect to parties hereto. Whenever used, the singular shall include the plural, the plural, the singular, and the use of any gender shall be applicable to all genders.

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ORAL AGREEMENTS DISCLAIMER. This Agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

By signing below, Mortgagor and Lender acknowledge that they have read all the provisions contained in this Agreement, and that they accept and agree to its terms.

Individually

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ALABAMA **COUNTY OF** 

, do hereby certify that TYRONE QUARLES, an I, the undersigned authority, a individual who is either single or whose spouse doesn't hold any ownership interest, whose name is signed to the foregoing and who is known to me, acknowledged before me on this day that, being informed of the contents of the Security Instrument, he/she executed the same, voluntarily, on the day the same bears date. Given under my hand this

My commission expires:

MY COMMISSION EXPIRES OCTOBER 11, 2017

Identification Number

the undersigned authority

(Official Seal)

LENDER: Central State Bank

By: David Comer

Its: Loan Officer

Shelby Cnty Judge of Probate, AL 07/07/2017 12:26:14 PM FILED/CERT

## **BUSINESS ACKNOWLEDGMENT**

STATE OF	ALABAMA	)
		)
COUNTY OF	•	)

I, the undersigned authority, in and for said County and in said State, hereby certify that David Comer, Loan Officer of Central State Bank, a(n) Alabama National 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 National Bank.

the undersigned authority

Given under my hand this the

My commission expires:
MY COMMISSION EXPIRES OCTOBER 11, 2017

(Official Seal)

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## Tract 1:

Lots 5, 6, and 7, Block 1, according to Map of Buck Creek Cotton Mill Subdivision situated in the East One-Half of Northeast of Section 2, Township 21 South, Range 3 West, and recorded in Map Book 3, Page 9, in the Probate Office of Shelby County, Alabama. Said map having also heretofore been referred to a A.J. Grefenkamp's Map of Buck Creek Cotton Mill.

## Tract 2:

Lots 8 and 9, Block 1, according to Map of Buck Creek Cotton Mill Subdivision situated in the East One-Half of Northeast of Section 2, Township 21 South, Range 3 West, and recorded in Map Book 3, Page 9, in the Probate Office of Shelby County, Alabama. Said map having also heretofore been referred to a A.J. Grefenkamp's Map of Buck Creek Cotton Mill.

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