

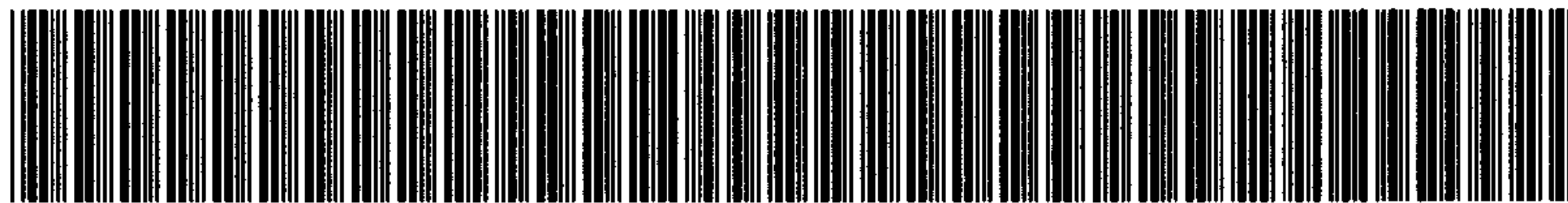
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08/16/2017 03:29:42 PM
MORTAMEN 1/2

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

SEND TAX NOTICES TO:
BEVERLEE S. GORDON
BRUCE LISTER GORDON
1293 GREYSTONE CREST
BIRMINGHAM, AL 35242

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE



00000000010003877700074007122017

THIS MODIFICATION OF MORTGAGE dated July 12, 2017, is made and executed between **BEVERLEE S. GORDON** and **BRUCE LISTER GORDON**, Wife and Husband, whose address is **1293 GREYSTONE CREST, BIRMINGHAM, AL 35242** (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 July 13, 2007 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED AUGUST 24, 2007 IN INSTRUMENT NO. 20070824000400170 IN SHELBY COUNTY RECORDS.

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

LOT 12, ACCORDING TO SURVEY OF THE CREST AT GREYSTONE, FIRST ADDITION, AS RECORDED IN MAP BOOK 19, PAGE 52 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA: BEING SITUATED IN SHELBY COUNTY, ALABAMA.

The Real Property or its address is commonly known as 1293 GREYSTONE CRST, BIRMINGHAM, AL 35242.

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

THE MATURITY DATE HAS BEEN EXTENDED TO JULY 12, 2037. CURRENT AMOUNT OF INDEBTEDNESS IS \$405,000.00.

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 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 JULY 12, 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 Beverlee S. Gordon (Seal)
BEVERLEE S. GORDON

x Bruce Lister Gordon (Seal)
BRUCE LISTER GORDON

LENDER:

SERVISFIRST BANK

x Ron Morrison (Seal)
RON MORRISON, Senior Vice President

This Modification of Mortgage prepared by:

Name: CASSANDRA CLIME
Address: 850 SHADES CREEK PKWY
City, State, ZIP: BIRMINGHAM, AL 35209

MODIFICATION OF MORTGAGE
(Continued)

Loan No: 100038777

Page 2

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama 20170816000297490 08/16/2017 03:29:42 PM MORTAMEN
2/2)
COUNTY OF Shelby) SS
)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **BEVERLEE S. GORDON and BRUCE LISTER GORDON, Wife and Husband**, 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 16th day of July, 2017.

Jan Sterling Speer
Notary Public

My commission expires 12-31-2017

LENDER ACKNOWLEDGMENT

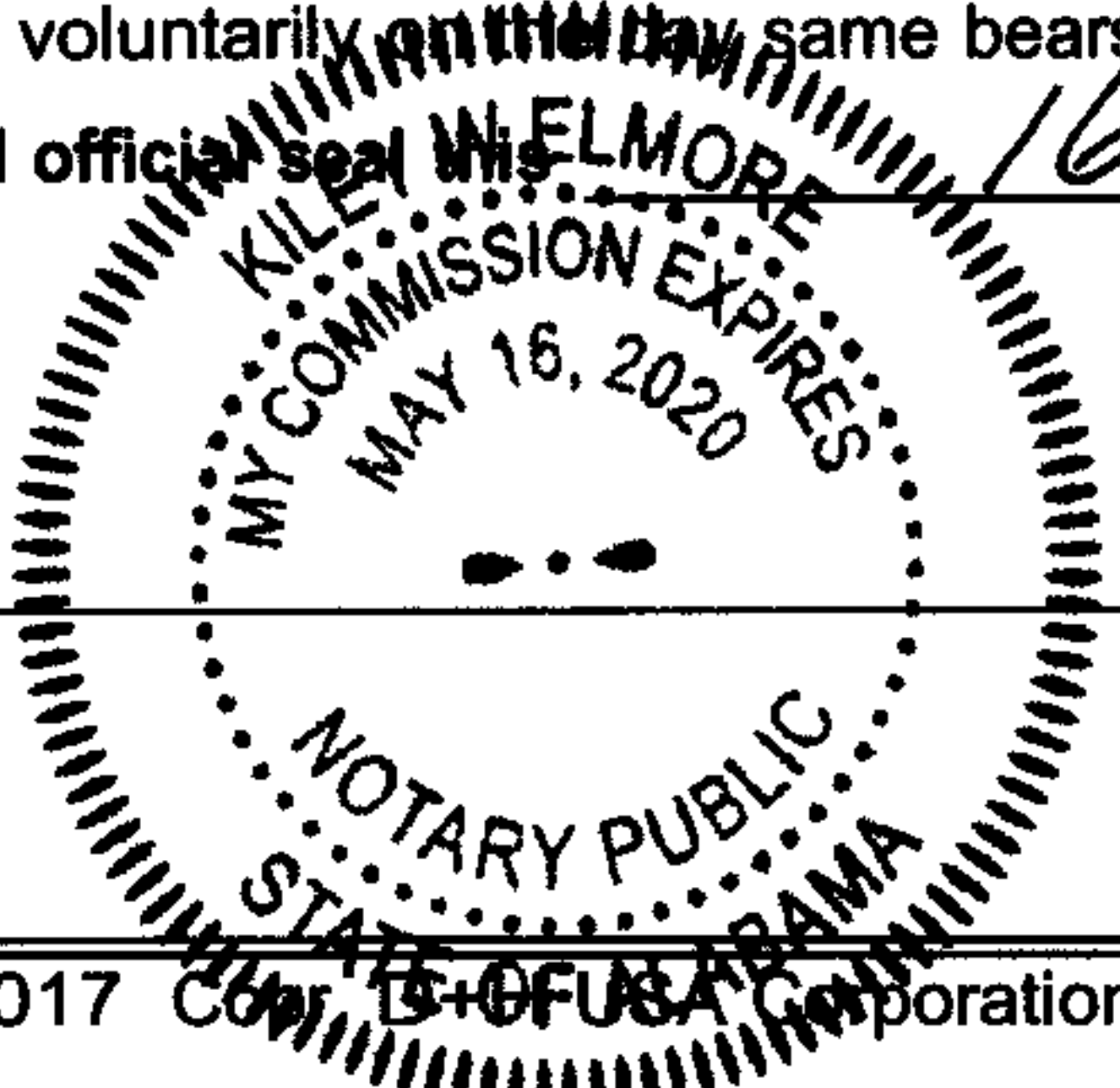
STATE OF AL)
COUNTY OF Jefferson) SS
)

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.

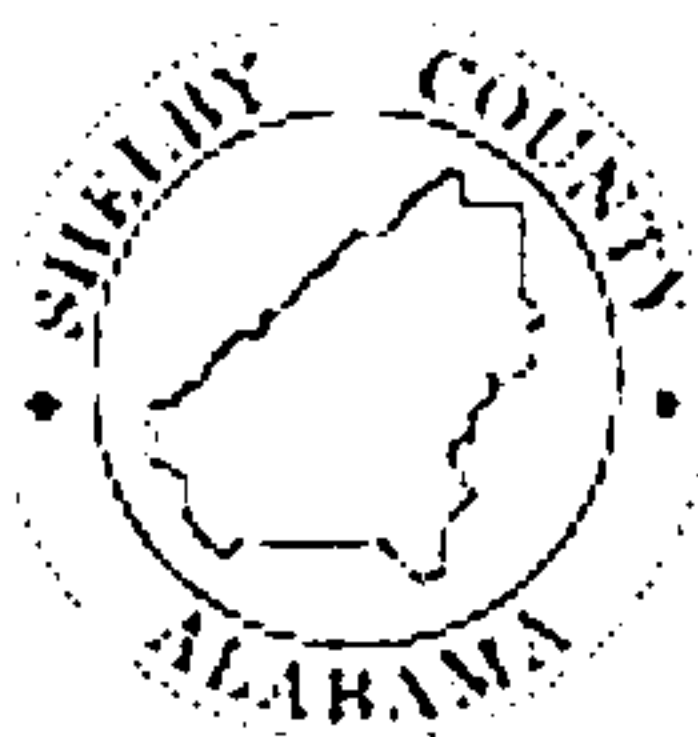
Given under my hand and official seal this 16th day of July, 2017.

[Signature]
Notary Public

My commission expires _____



53034107 GORDON AL
FIRST AMERICAN ELS
MODIFICATION OF MORTGAGE



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
08/16/2017 03:29:42 PM
\$625.50 CHERRY
20170816000297490

[Signature]