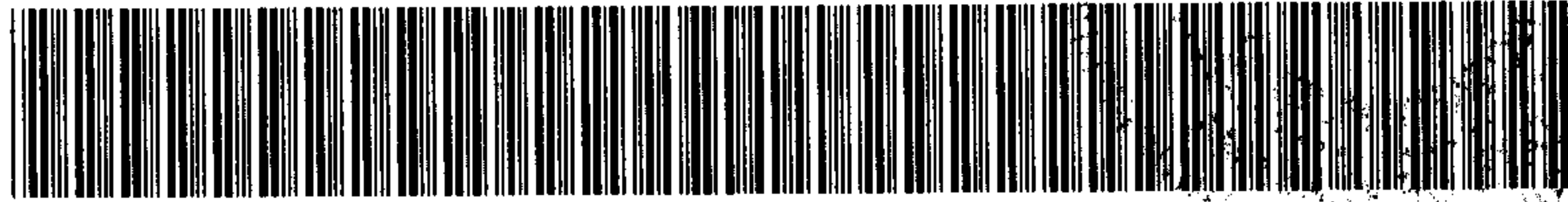


WHEN RECORDED, RETURN TO:  
FIRST AMERICAN TITLE INSURANCE CO  
1100 SUPERIOR AVENUE, SUITE 200  
CLEVELAND, OHIO 44114

SEND TAX NOTICES TO:  
ROBERT R. MOORE, III  
LAURA A. MOORE  
1821 LAKE KNOLL DR  
HELENA, AL 35080

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

### MODIFICATION OF MORTGAGE



\*00000000010012565700074009132017\*

**THIS MODIFICATION OF MORTGAGE** dated September 13, 2017, is made and executed between **ROBERT R. MOORE, III**, whose address is 1821 LAKE KNOLL DR, HELENA, AL 35080 and **LAURA A. MOORE**, whose address is 1821 LAKE KNOLL DR, HELENA, AL 35080; Husband and Wife (referred to below as "Grantor") and **ServisFirst Bank**, whose address is 850 SHADES CREEK PARKWAY , SUITE 200, BIRMINGHAM, AL 35209 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated July 19, 2007 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

**MORTGAGE RECORDED SEPTEMBER 11, 2007 IN INSTRUMENT NUMBER 20070911000425280 IN SHELBY COUNTY, ALABAMA.**

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

LOT 1, ACCORDING TO THE FINAL PLAT OF WINFORD FAMILY SUBDIVISION, AS RECORDED IN MAP BOOK 35, PAGE 145, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, MINERAL AND MINING RIGHTS EXCEPTED.

The Real Property or its address is commonly known as 1821 LAKE KNOLL DR, HELENA, AL 35080.

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


**THE MATURITY DATE HAS BEEN EXTENDED TO AUGUST 28, 2037; CURRENT AMOUNT OF INDEBTEDNESS IS \$25,356.90.**

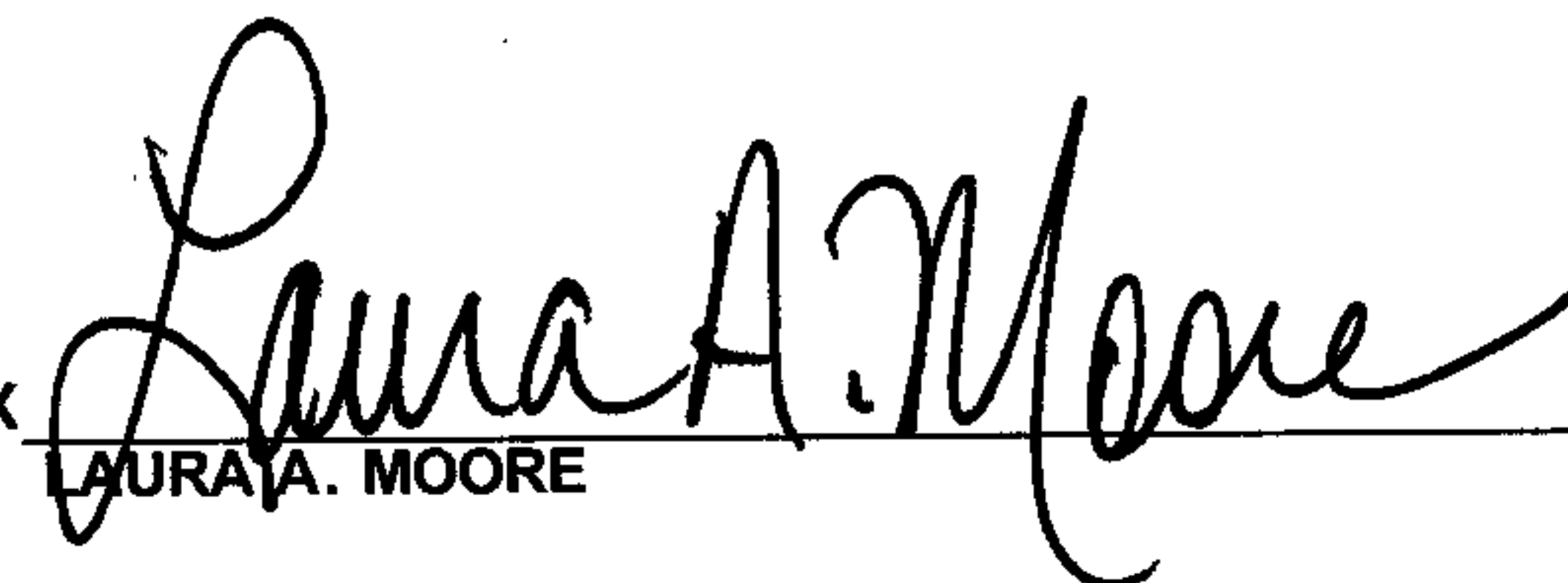
**CONTINUING VALIDITY.** Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's 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 SEPTEMBER 13, 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)  
ROBERT R. MOORE, III

X  (Seal)  
LAURA A. MOORE

LENDER:

SERVISFIRST BANK

X  (Seal)  
CRYSTAL JONES LEE, Vice President

MOORE  
53232062 AL  
FIRST AMERICAN ELS  
MODIFICATION OF MORTGAGE

This Modification of Mortgage prepared by:

Name: S. STEPHEN  
Address: 850 SHADES CREEK PARKWAY  
City, State, ZIP: BIRMINGHAM, AL 35209

Loan No: 100125657

**MODIFICATION OF MORTGAGE  
(Continued)**

Page 2

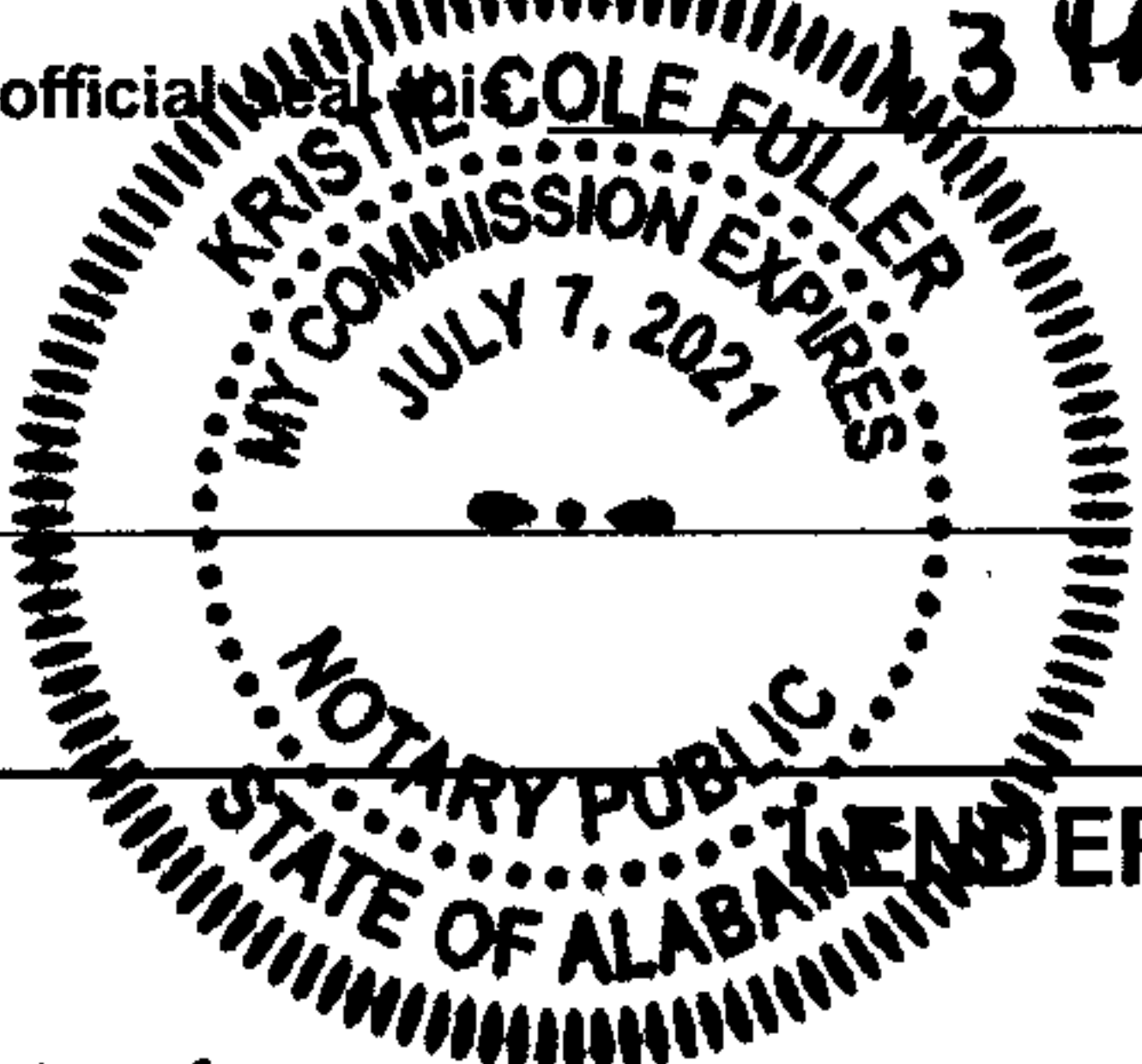
**INDIVIDUAL ACKNOWLEDGMENT**

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 **ROBERT R. MOORE, III and LAURA A. MOORE, 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 3<sup>rd</sup> day of September, 2017.  
Kristie Cole Fuller  
Notary Public

My commission expires \_\_\_\_\_



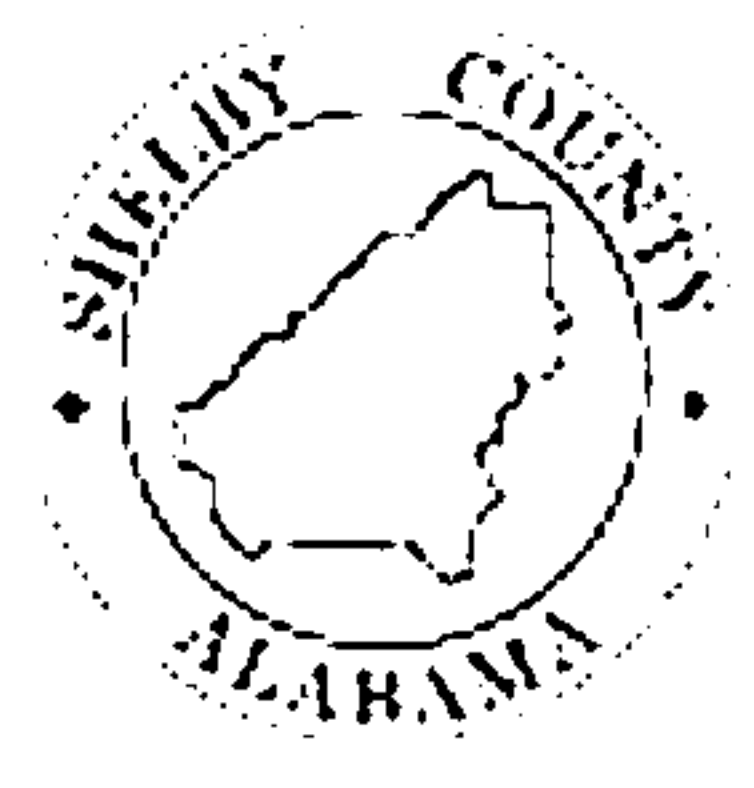
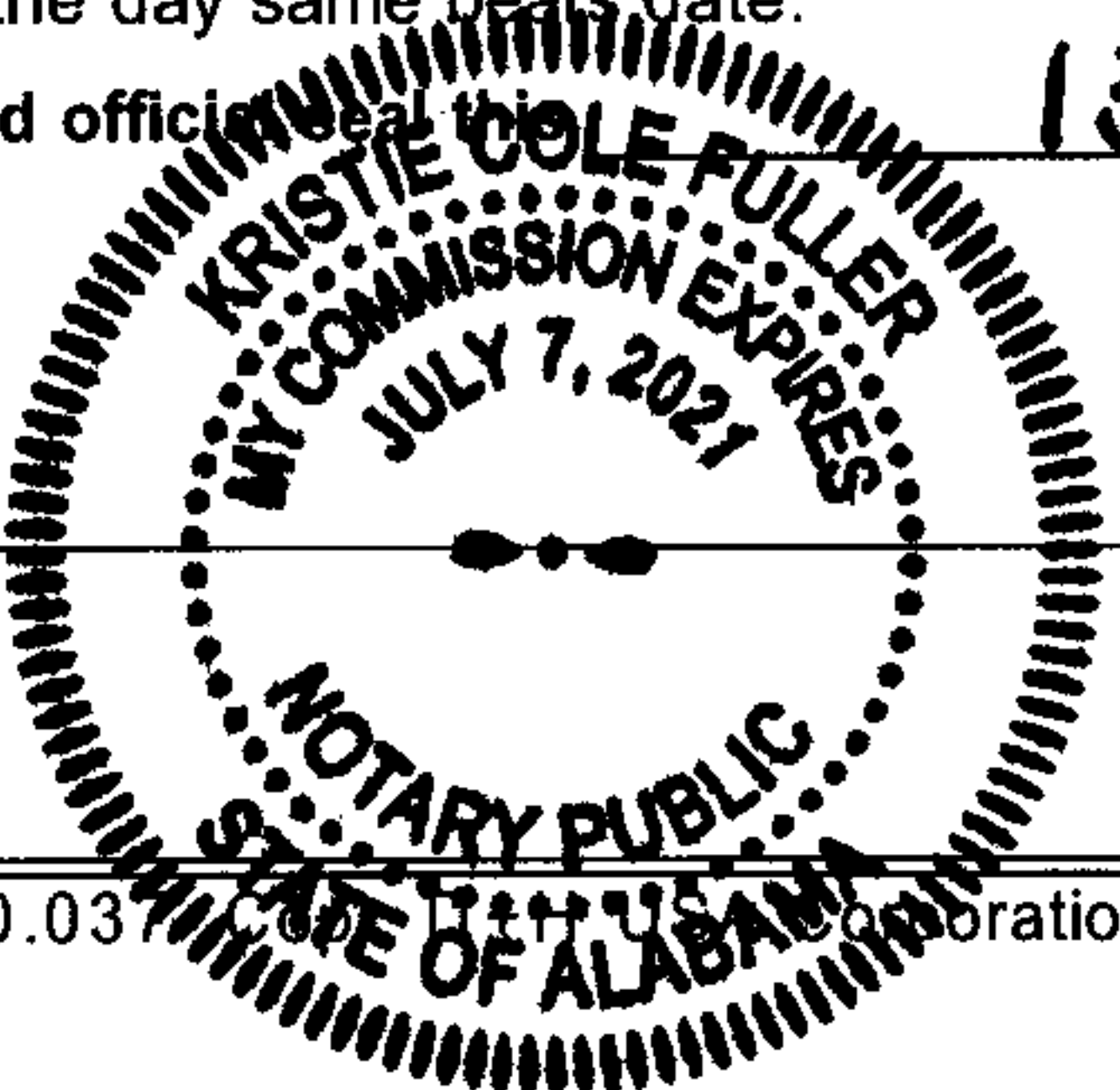
**WITNESS ACKNOWLEDGMENT**

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 **CRYSTAL JONES LEE** whose name as **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 **Vice President of ServisFirst Bank**, executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 13<sup>th</sup> day of September, 2017.  
Kristie Cole Fuller  
Notary Public

My commission expires \_\_\_\_\_



Filed and Recorded  
Official Public Records  
Judge James W. Fuhrmeister, Probate Judge,  
County Clerk  
Shelby County, AL  
09/29/2017 08:58:52 AM  
\$56.10 JESSICA  
20170929000354280

*[Handwritten Signature]*