

THIS INSTRUMENT PREPARED BY:

Central State Bank
11025 Highway 25
Calera, AL 35040-0000

AFTER RECORDING RETURN TO:

Central State Bank
PO Box 180
Calera, AL 35040-0000



20180507000154080 1/3 \$21.00
Shelby Cnty Judge of Probate, AL
05/07/2018 09:33:39 AM FILED/CERT

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MODIFICATION AGREEMENT - MORTGAGE

THIS MODIFICATION AGREEMENT ("Agreement") is made this 23rd day of April, 2018, between JAMES D GARNER and MARGARET GARNER, husband and wife, whose address is 700 CHASE BROOK CIRCLE, HOOVER, Alabama 35244 ("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 January 11, 2012 and Instrument No. 20120123000025580, records of County of Shelby, State of Alabama ("Mortgage"). The Mortgage covers the following described real property:

Address: 521 1st STREET NORTH, ALABASTER, Alabama 35007

Legal Description: 2nd Mortgage Dated January 11, 2012 & Modified April 23, 2018 Commercial Real Estate Shelby County Alabama. Assignment of Rents Dated Feb 19, 2014.

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:

- Modify Maturity Date to None.

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.



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.

Margaret Garner #23-18
 MARGARET GARNER Date
 Individually

James D Garner 4/23/18
 JAMES D GARNER Date
 Individually

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ALABAMA)
)
 COUNTY OF SHELBY)

I, the undersigned authority, a Notary Public, do hereby certify that JAMES D GARNER and MARGARET GARNER, husband and wife, whose names are signed to the foregoing and who are known to me, acknowledged before me on this day that, being informed of the contents of the Modification Agreement, they executed the same, voluntarily, on the day the same bears date. Given under my hand this 4-23-18.

My commission expires:

My Commission Expires March, 28, 2021



Susan A. Waits

the undersigned authority
 Notary Public
 Identification Number

(Official Seal)

LENDER: Central State Bank

Mitt Schroeder 4/23/18
 By: Mitt Schroeder Date
 Its: CEO

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BUSINESS ACKNOWLEDGMENT

STATE OF ALABAMA)
)
COUNTY OF SHELBY)

I, the undersigned authority, Notary Public in and for said County and in said State, hereby certify that Mitt Schroeder, CEO of Central State Bank, a(n) Alabama Federal Reserve Member 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 Federal Reserve Member Bank.

Given under my hand this the 4/23/18.

My commission expires:

My Commission Expires August 18, 2021

(Official Seal)



the undersigned authority
Notary Public

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