

20180607000201190
06/07/2018 12:30:46 PM
MORT 1/3

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

SEND TAX NOTICES TO:
CONSTANTINE J. PIHAKIS
JENNIFER L. PIHAKIS
2796 BERKELEY DRIVE
BIRMINGHAM, AL 35242

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE



*00000000010011804100074004262018

THIS MODIFICATION OF MORTGAGE dated April 26, 2018, is made and executed between **CONSTANTINE J. PIHAKIS**, whose address is 2796 BERKELEY DRIVE, BIRMINGHAM, AL 35242 and **JENNIFER L. PIHAKIS**, whose address is 2796 BERKELEY DRIVE, BIRMINGHAM, AL 35242 (referred to below as "Grantor") and **ServisFirst Bank**, whose address is 2500 WOODCREST PLACE, BIRMINGHAM, AL 35209 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated October 6, 2016 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

MORTGAGE RECORDED NOVEMBER 9, 2016 IN INSTRUMENT NUMBER 20161109000413790.

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

See EXHIBIT A, which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 2796 BERKELEY DRIVE, BIRMINGHAM, AL 35242.

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


INCREASING MORTGAGE AMOUNT TO \$51,500.00. CURRENT AMOUNT OF INDEBTEDNESS IS \$9,612.77 .

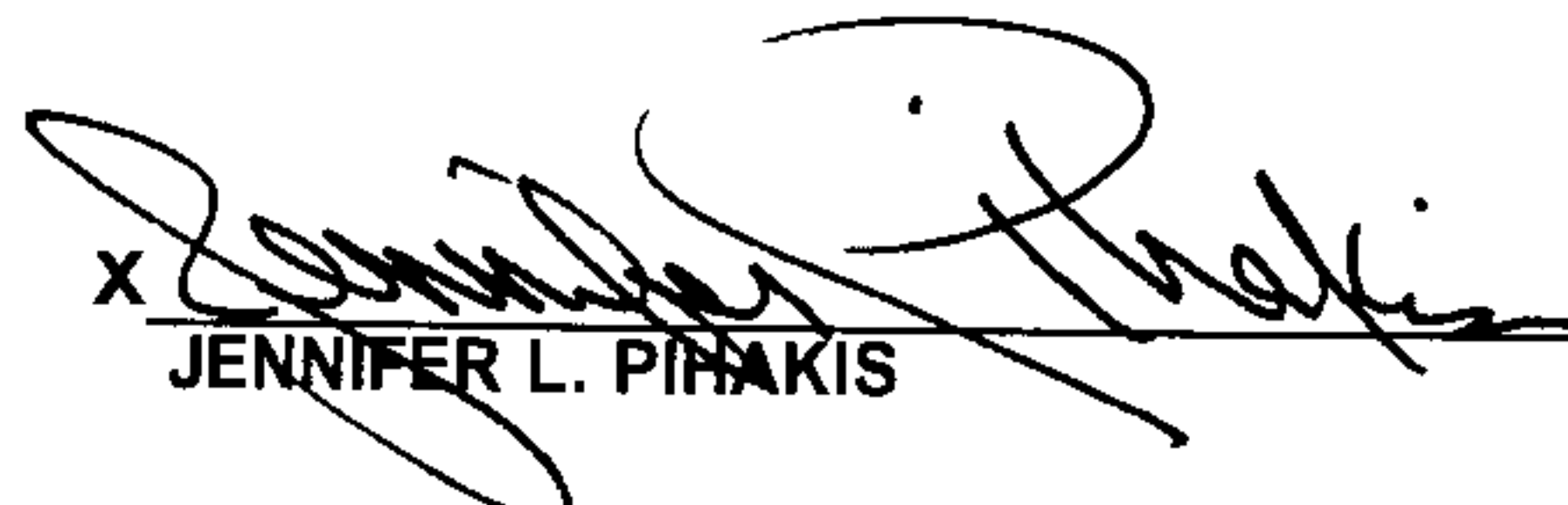
CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right 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 endorser 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 APRIL 26, 2018.

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)
CONSTANTINE J. PIHAKIS

X  (Seal)
JENNIFER L. PIHAKIS

LENDER:

SERVISFIRST BANK

X  (Seal)

**MODIFICATION OF MORTGAGE
(Continued)**

Loan No: 100118041

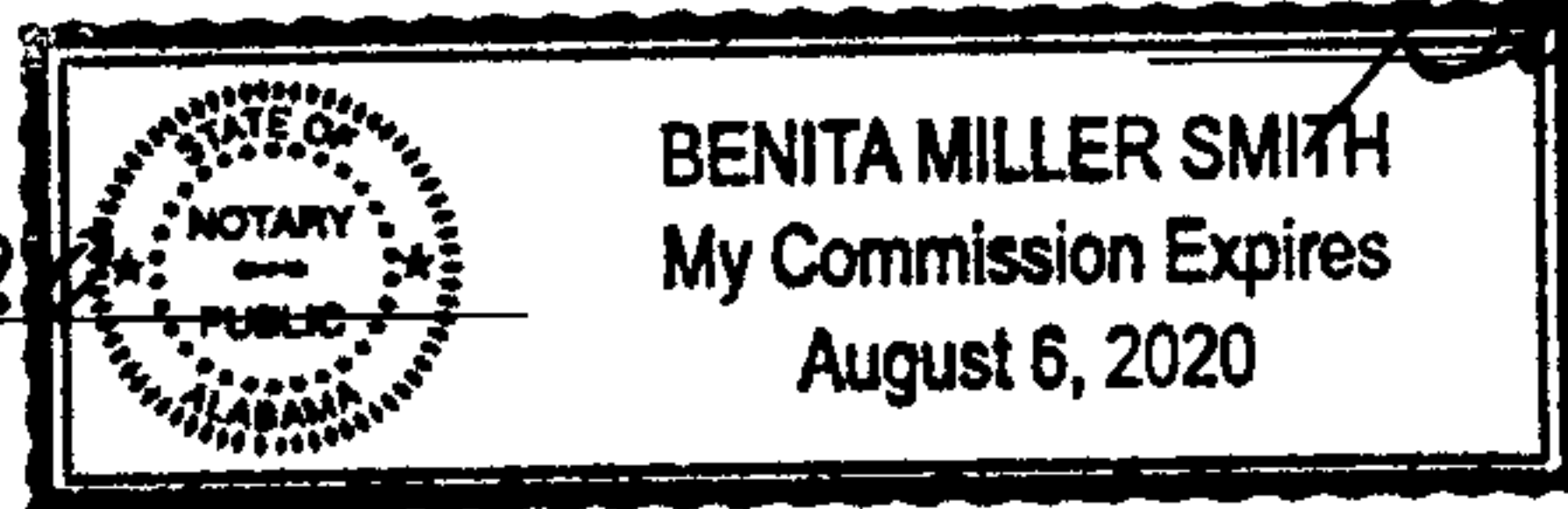
Page 2

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 **CONSTANTINE J. PIHAKIS and JENNIFER L. PIHAKIS**, 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 26th day of April, 20 18.



Benita Miller Smith
Notary Public

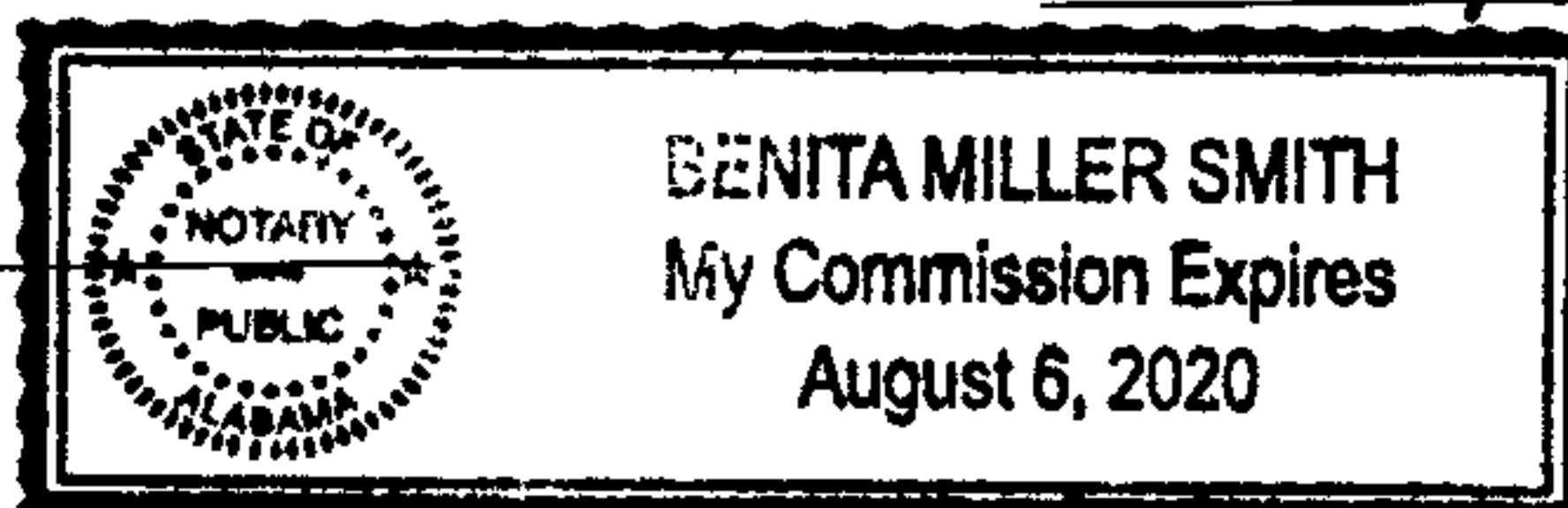
My commission expires 8/6/2020

LENDER 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 **GRANT LAUDERDALE** 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 26th day of April, 20 18.



Benita Miller Smith
Notary Public

My commission expires 8/6/2020

EXHIBIT A

SITUATED IN THE COUNTY OF SHELBY AND STATE OF ALABAMA:

LOTS 3 AND 3A, BLOCK 9, ACCORDING TO THE AMENDED MAP OF THE FIRST ADDITION TO WOODFORD, AS RECORDED IN MAP BOOK 10, PAGE 86, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

BEING ALL OF THAT CERTAIN PROPERTY CONVEYED TO CONSTANTINE J. PIHAKIS AND JENNIFER L. PIHAKIS AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP FROM JOHN A. LUCAS, III, AND HIS WIFE, BEVERLY W. LUCAS BY DEED DATED 11/18/15 AND RECORDED 12/01/15 IN INSTRUMENT 20151201000410990, IN THE LAND RECORDS OF SHELBY COUNTY, ALABAMA.

PPN: 10 1 11 0 001 008.001
CONSTANTINE J. PIHAKIS AND JENNIFER L. PIHAKIS AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP

2796 BERKELEY DRIVE, BIRMINGHAM AL 35242
Loan Reference Number : 100118041
First American Order No: 53792975
Identifier: L/



When Recorded, Return to:
First American Mortgage Services
1100 Superior Avenue, Suite 200
Cleveland, OHIO 44114

PIHAKIS
53792975
FIRST AMERICAN ELS
MODIFICATION AGREEMENT
AL



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
06/07/2018 12:30:46 PM
\$35.55 CHERRY
20180607000201190