

WHEN RECORDED MAIL TO:  
SERVISFIRST BANK  
2500 WOODCREST PLACE  
BIRMINGHAM, AL 35209

SEND TAX NOTICES TO:  
DANIEL J. BURNHAM  
CHRISTIE R. BURNHAM  
141 N LAKE DRIVE  
BIRMINGHAM, AL 35242

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

## MODIFICATION OF MORTGAGE



\*0000000010013039200074008022018\*

THIS MODIFICATION OF MORTGAGE dated August 6, 2018, is made and executed between DANIEL J. BURNHAM, whose address is 141 N LAKE DRIVE, BIRMINGHAM, AL 35242 and CHRISTIE R. BURNHAM, whose address is 141 N LAKE DRIVE, BIRMINGHAM, AL 35242; Husband and Wife (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 July 10, 2013 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED JULY 31, 2013 IN INSTRUMENT NUMBER 20130731000311710.

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 141 N LAKE DR, BIRMINGHAM, AL 35242-7020.

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


The principal amount of the Mortgage, which was \$205,000.00 (on which any required taxes already have been paid), now is increased to \$342,000.00. Current amount of indebtedness is \$175,000.00.

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 AUGUST 6, 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)  
DANIEL J. BURNHAM

X  (Seal)  
CHRISTIE R. BURNHAM

LENDER:

SERVISFIRST BANK  
X  (Seal)  
KILEY ELMORE, Vice President

This Modification of Mortgage prepared by:

Name: CASSANDRA CLIME  
Address: 2500 WOODCREST PLACE  
City, State, ZIP: BIRMINGHAM, AL 35209

MODIFICATION OF MORTGAGE (Continued)

Loan No: 100130392

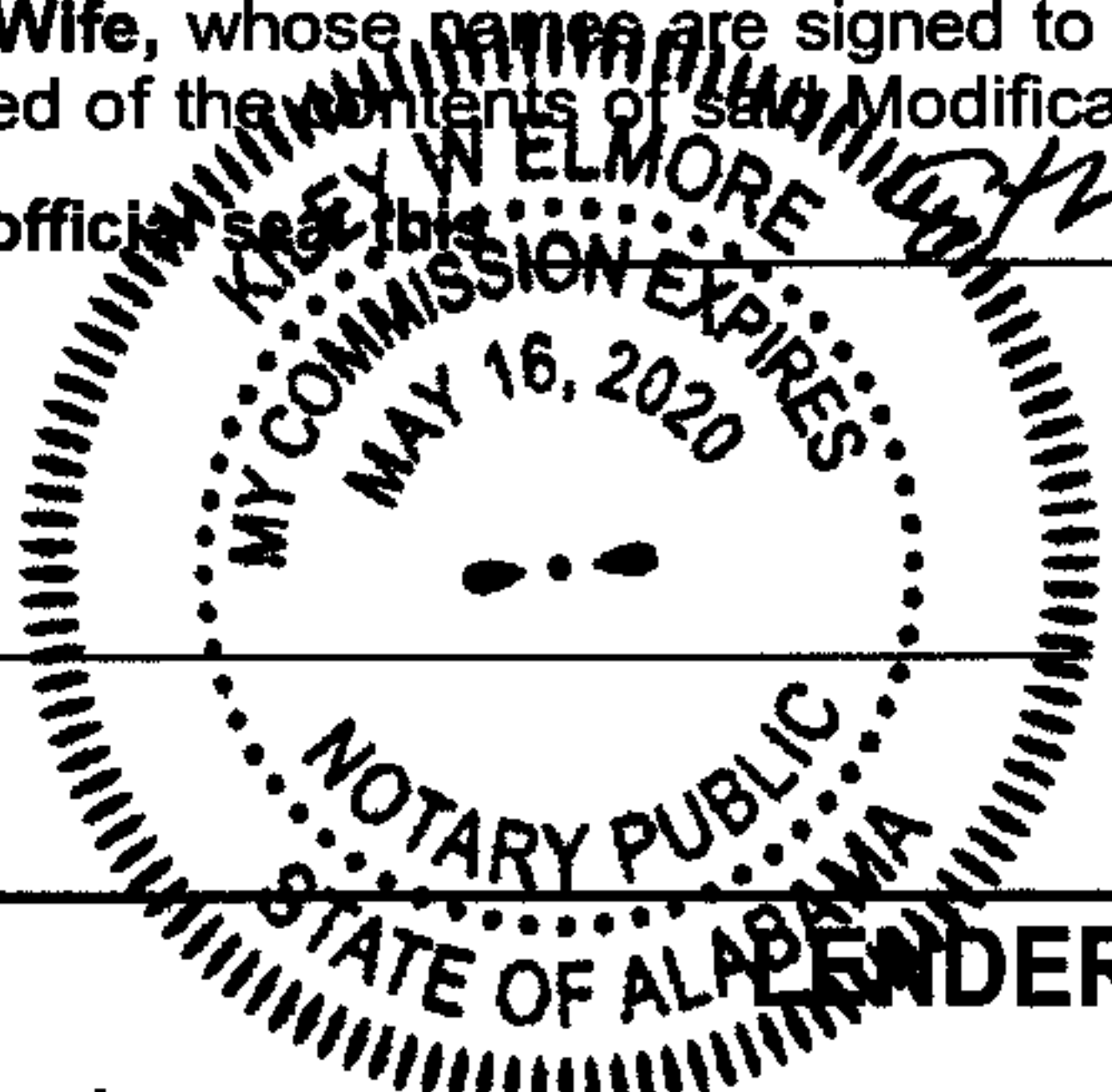
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INDIVIDUAL ACKNOWLEDGMENT

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 DANIEL J. BURNHAM and CHRISTIE R. BURNHAM, 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 29th day of August, 2018.

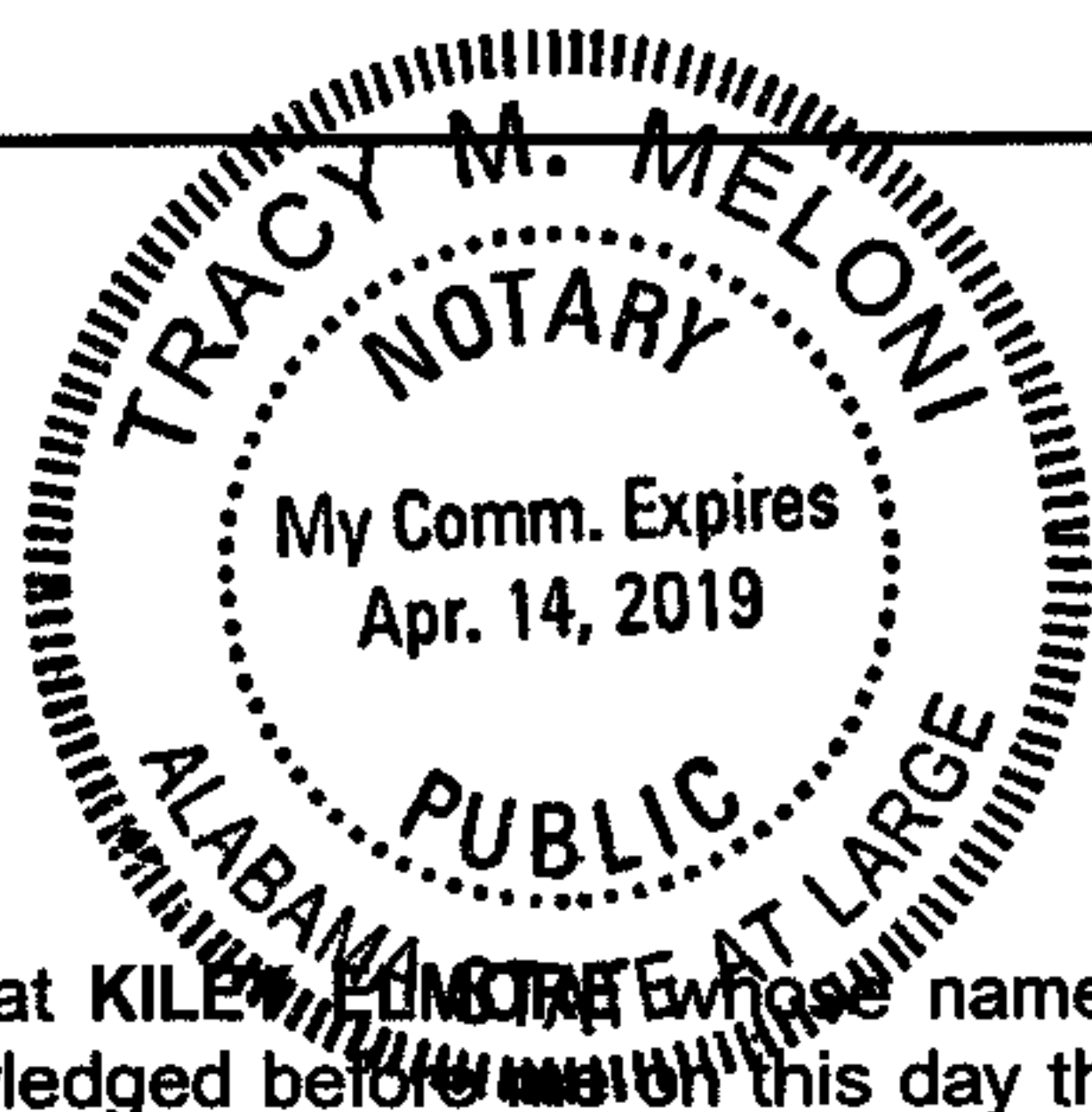


[Signature]
Notary Public

My commission expires

UNDER ACKNOWLEDGMENT

STATE OF Alabama )
COUNTY OF Jefferson ) SS



I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that KILEY W. ELMORE 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 29th day of August, 2018.

[Signature]
Notary Public

My commission expires 4/14/2019

EXHIBIT A

SITUATED IN THE COUNTY OF SHELBY AND STATE OF ALABAMA:

LOT 7-A, ACCORDING TO THE RE-SURVEY OF LOTS 7 AND 8,  
GREYSTONE FARMS NORTH, PHASE 1 INTO LOTS 7A AND 8A, AS  
RECORDED IN MAP BOOK 21, PAGE 89 IN THE PROBATE OFFICE OF  
SHELBY COUNTY, ALABAMA.



BEING ALL OF THAT CERTAIN PROPERTY CONVEYED TO DANIEL J.  
BURNHAM AND CHRISTIE R. BURNHAM, WITH JOINT TENANCY, AND UNTO  
THE SURVIVOR OF THEM FROM WELLS FARGO FINANCIAL ALABAMA,  
INC., A CORPORATION BY DEED DATED 08/12/2010 AND RECORDED  
09/21/2010 IN DOCUMENT NO. 20100921000310410, IN THE LAND  
RECORDS OF SHELBY COUNTY, ALABAMA.

PPN: 03 8 27 0 004 001.000  
DANIEL J. BURNHAM AND CHRISTIE R. BURNHAM, WITH JOINT  
TENANCY AND UNTO THE SURVIVOR OF THEM

141 NORTH LAKE DRIVE, BIRMINGHAM AL 35242  
Loan Reference Number : DURNHAM 2  
First American Order No: 54195381  
Identifier: L/



When Recorded, Return to:  
First American Title Insurance Company  
1100 Superior Avenue, Suite 200  
Cleveland, OHIO 44114

 BURNHAM  
54195381 AL  
FIRST AMERICAN ELS  
MODIFICATION AGREEMENT  




Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
08/29/2018 09:51:32 AM  
\$283.50 CHARITY  
20180829000310300

*Allie S. Bayl*