


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

SEND TAX NOTICES TO:
JAMES C. TRAYWICK, JR
SANDRA S. TRAYWICK
6349 CAHABA VALLEY RD
BIRMINGHAM, AL 35242


20180910000323730 1/3 \$572.70
Shelby Cnty Judge of Probate, AL
09/10/2018 11:39:41 AM FILED/CERT

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE



00000000010010541000074008132018

THIS MODIFICATION OF MORTGAGE dated June 22, 2018, is made and executed between JAMES C. TRAYWICK, JR, whose address is 6349 CAHABA VALLEY RD, BIRMINGHAM, AL 35242 and SANDRA S. TRAYWICK, whose address is 6349 CAHABA VALLEY ROAD, 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 October 8, 2015 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

MORTGAGE RECORDED NOVEMBER 5, 2015 IN INSTRUMENT NUMBER 20151105000386320 FILED IN SHELBY COUNTY, ALABAMA.

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 6349 CAHABA VALLEY RD, BIRMINGHAM, AL 35242-4917.

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


The principal amount of the Mortgage, which was \$200,000.00 (on which any required taxes already have been paid), now is increased to \$567,750.00. Current amount of indebtedness is \$157,554.25.

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 JUNE 22, 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)
JAMES C. TRAYWICK, JR

x  (Seal)
SANDRA S. TRAYWICK

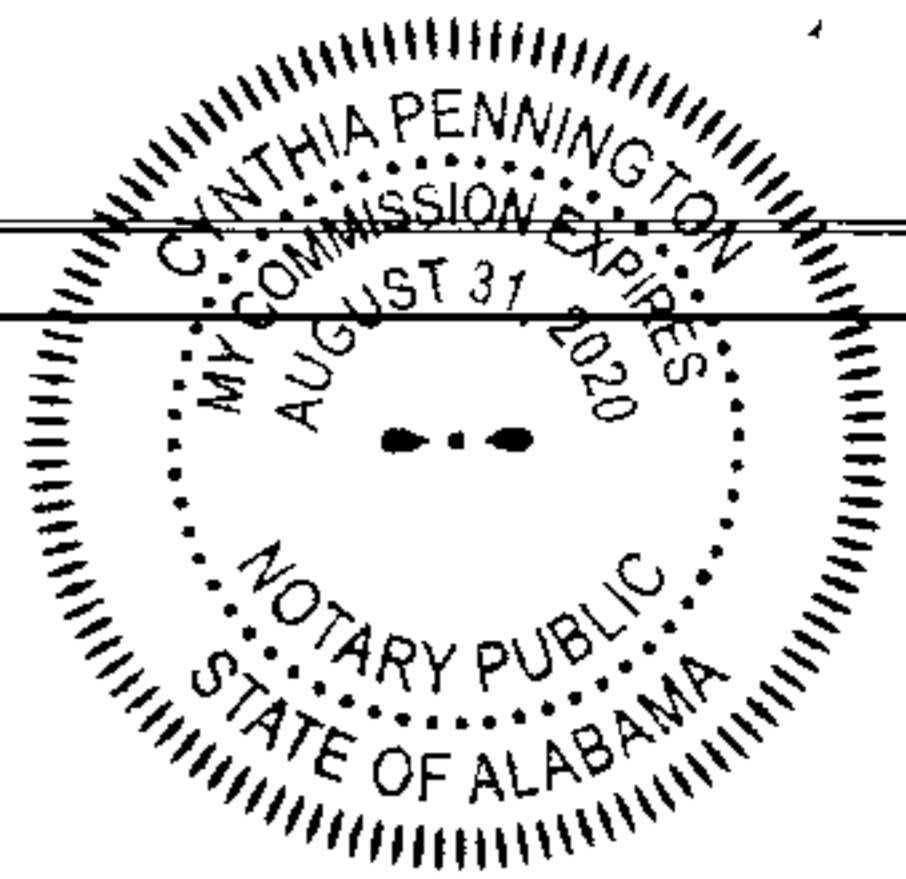
LENDER:

SERVISFIRST BANK
x  (Seal)
KILEY ELMORE, Vice President

This Modification of Mortgage prepared by:

Name: S. COTTINGHAM
Address: 2500 WOODCREST PLACE
City, State, ZIP: BIRMINGHAM, AL 35209

INDIVIDUAL ACKNOWLEDGMENT



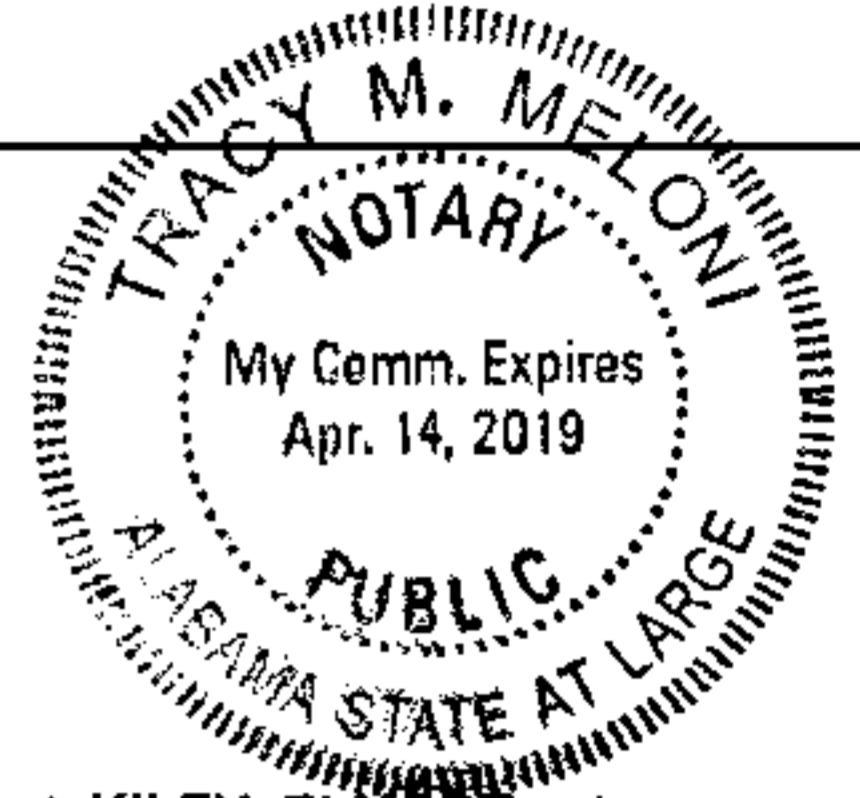
STATE OF Alabama)
) SS
COUNTY OF Jefferson)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **JAMES C. TRAYWICK, JR and SANDRA S. TRAYWICK, 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 14th day of August, 20 18.
Cynthia Pennington
Notary Public

My commission expires August 31, 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 **KILEY 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 14 day of August, 20 18.
Tracy M. Meloni
Notary Public

My commission expires 4/14/2019



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EXHIBIT A

Commence at the Northwest corner of the Northwest Quarter of the Northeast Quarter of Section 7, Township 19 South, Range 1 West, Shelby County, Alabama; thence Easterly along the North line of said quarter-quarter 443.90 feet; thence right 116 degrees 54 minutes 27 seconds Southwesterly 359.96 feet to the point of beginning; thence continue along last described course 165.09 feet; thence right 90 degrees 00 minutes 00 seconds Northwesterly 533.17 feet to a point on the Southeasterly right of way line of Shelby County Highway No. 119; thence right 91 degrees 40 minutes 00 seconds to the chord of a curve to the left, Northeasterly 165.14 feet to a point on said right of way; thence right 88 degrees 20 minutes 00 seconds from said chord Southeasterly 528.36 feet to the point of beginning.



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