


**THIS INSTRUMENT PREPARED BY:**

Central State Bank  
57 Highway 87  
Calera, AL 35040-0000

  
20181022000373780 1/3 \$169.50  
Shelby Cnty Judge of Probate, AL  
10/22/2018 01:43:26 PM FILED/CERT

**AFTER RECORDING RETURN TO:**

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

*Increased by \$99,000.00*

(Space Above This Line For Recording Data)

NMLS COMPANY IDENTIFIER: 476528

NMLS ORIGINATOR IDENTIFIER: 709949

## **MODIFICATION AGREEMENT - MORTGAGE**

**THIS MODIFICATION AGREEMENT** ("Agreement") is made this 25th day of September, 2018, between HOWARD C KIRBY and TERRI T KIRBY, husband and wife, whose address is 241 OAKLYN HILLS DRIVE, CHELSEA, Alabama 35043 ("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 June 21, 2018 and Instrument#20180807000280680, records of County of Shelby, State of Alabama ("Mortgage"). The Mortgage covers the following described real property:

Address: 1518 Hwy 336, Chelsea, Alabama 35043

Legal Description: 1ST MORTGAGE DATED 6/21/18 AND MODIFIED 9/25/18 RESIDENTIAL REAL ESTATE SHELBY COUNTY ALABAMA

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:

- Increase mortgage from Three Hundred Ninety Seven Dollars and xx/100 (\$397,000.00) to Four Hundred Ninety Six Thousand Dollars and xx/00 (\$496,000.00).

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.

Howard C Kirby 9/25/18      TERRI T KIRBY 9/25/2018  
HOWARD C KIRBY      Date      TERRI T KIRBY      Date

**INDIVIDUAL ACKNOWLEDGMENT**

STATE OF ALABAMA      )  
COUNTY OF Shelby      )


I, the undersigned authority, a Notary Public, do hereby certify that HOWARD C KIRBY and TERRI T KIRBY, 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 25th Sept 2018

My commission expires:  
**MY COMMISSION EXPIRES 03/18/2020**

[Signature]  
the undersigned authority  
Notary Public  
Identification Number

(Official Seal)

**LENDER: Central State Bank**  
[Signature] 9/25/18  
By: David Comer      Date  
Its: Loan Officer

  
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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 David Comer, Loan Officer 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 25th Sept. 2018  
My commission expires: \_\_\_\_\_  
**MY COMMISSION EXPIRES 03/18/2020** [Signature]  
the undersigned authority  
Notary Public

(Official Seal)

  
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