

20181108000395700
11/08/2018 09:13:32 AM
MORTAMEN 1/4

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This instrument was prepared by Thomas W. Russell, EvaBank, 1710 Cherokee Ave. SW, Cullman, AL 35055

MODIFICATION OF MORTGAGE

DATE AND PARTIES. The date of this Real Estate Modification (Modification) is October 31, 2018. The parties and their addresses are:

MORTGAGOR:

CORNERSTONE BUILDING LLC
An Alabama Limited Liability Company
2232 CAHABA VALLEY DRIVE
BIRMINGHAM, AL 35242

LENDER:

EVABANK
Organized and existing under the laws of Alabama
2915 Clairmont Ave.
Birmingham, AL 35205

1. BACKGROUND. Mortgagor and Lender entered into a security instrument dated 06/06/2018 and recorded on 06/19/2018 (Security Instrument). The Security Instrument was recorded in the records of Shelby County, Alabama at INSTRUMENT NUMBER 20180619000217330 and covered the following described Property:

REFER TO EXHIBIT A WHICH IS ATTACHED HERETO AND MADE A PART HEREOF.

The property is located in Shelby County at 1028 SHADOW OAKS DRIVE, WILSONVILLE, Alabama 35186.

2. MODIFICATION. For value received, Mortgagor and Lender agree to modify the Security Instrument as provided for in this Modification.

The Security Instrument is modified as follows:

A. Maximum Obligation Limit. The maximum obligation provision of the Security Instrument is modified to read:



B. Secured Debt. The secured debt provision of the Security Instrument is modified to read:

(1) Secured Debts and Future Advances. The term "Secured Debts" includes and this Security Instrument will secure each of the following:

(a) Specific Debts. The following debts and all extensions, renewals, refinancings, modifications and replacements. A renewal note or other agreement, dated October 31, 2018, from Mortgagor to Lender, with a loan amount of \$289,000.00.

(b) Future Advances. All future advances from Lender to Mortgagor under the Specific Debts executed by Mortgagor in favor of Lender after this Security Instrument. If more than one person signs this Security Instrument, each agrees that this Security Instrument will secure all future advances that are given to Mortgagor either individually or with others who may not sign this Security Instrument. All future advances are secured by this Security Instrument even though all or part may not yet be advanced. All future advances are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future advances in any amount. Any such commitment must be agreed to in a separate writing.

(c) Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

3. WARRANTY OF TITLE. Mortgagor warrants that Mortgagor continues to be lawfully seized of the estate conveyed by the Security Instrument and has the right to grant, bargain, convey, sell and mortgage with the power of sale the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.

4. CONTINUATION OF TERMS. Except as specifically amended in this Modification, all of the terms of the Security Instrument shall remain in full force and effect.

5. ADDITIONAL TERMS. INCREASING THE RECORDED MORTGAGE OF \$197,898.00 TO \$289,000.00, OR AN INCREASE OF \$91,102.00.

SIGNATURES. By signing under seal, Mortgagor agrees to the terms and covenants contained in this Modification. Mortgagor also acknowledges receipt of a copy of this Modification.

MORTGAGOR:

CORNERSTONE BUILDING LLC

By  (Seal)
DONALD M ACTON, Member

LENDER:

EvaBank

By  (Seal)
Tom Russell, Loan Officer

ACKNOWLEDGMENT.

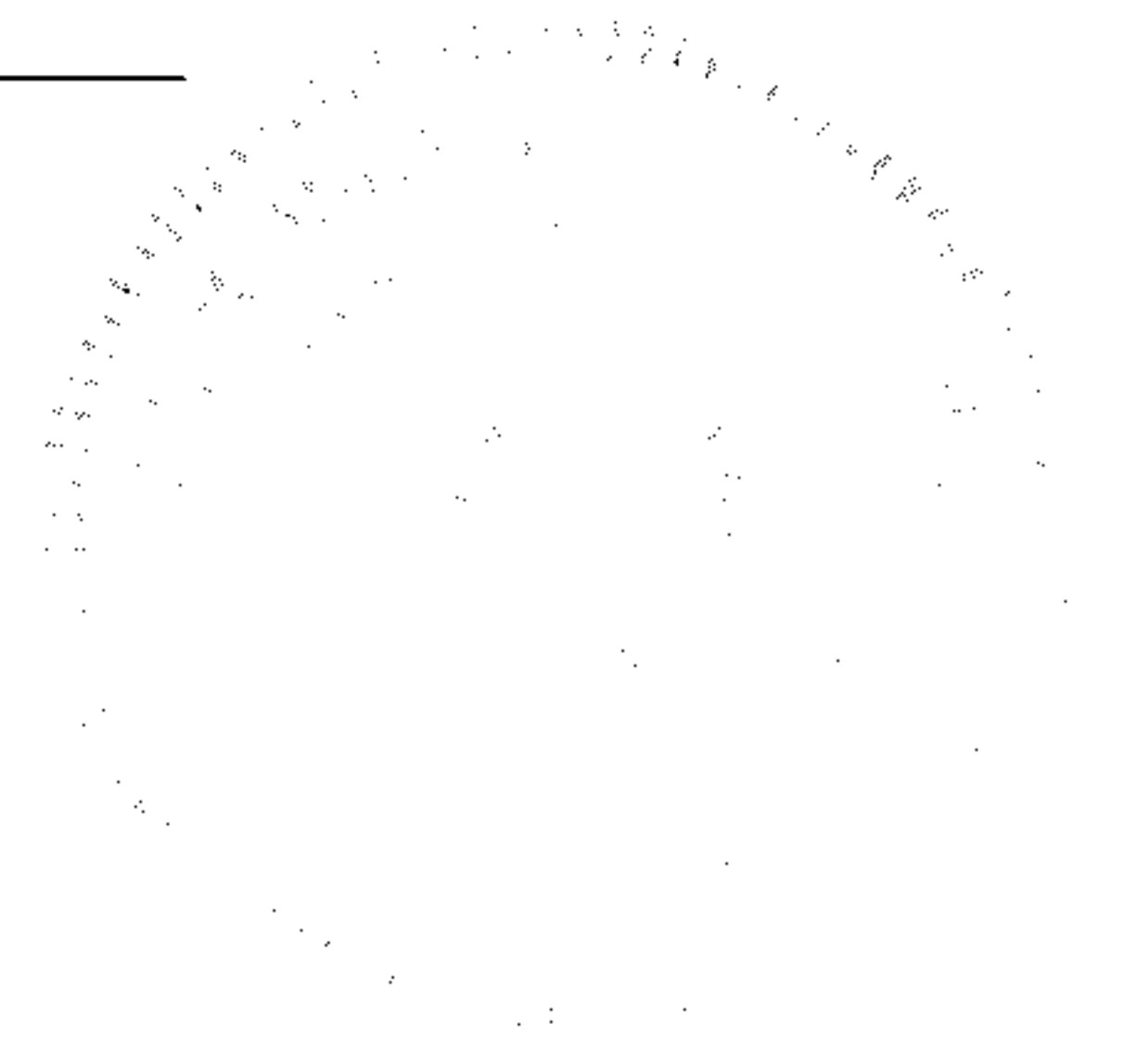
State OF Alabama, County OF Shelby ss.

I, Laura K. Vines, a notary public, in and for said County in said State, hereby certify that DONALD M ACTON, whose name(s) as Member of the CORNERSTONE BUILDING LLC, a Limited Liability Company, is/are 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/she/they, in his/her/their capacity as such Member, executed the same voluntarily on the day the same bears date. Given under my hand this the 31st day of October, 2018.

My commission expires:

My Commission Expires: August 4, 2020

Laura K. Vines
(Notary Public)



(Lender Acknowledgment)

State OF Alabama, County OF Shelby ss.

I, Laura K. Vines, a notary public, in and for said County in said State, hereby certify that Tom Russell, whose name(s) as Loan Officer of EvaBank, a corporation, is/are 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/she/they, as such officer(s) and with full authority, executed the same voluntary for and as the act of said corporation. Given under my hand this the 31st day of October, 2018.

My commission expires:

My Commission Expires: August 4, 2020

Laura K. Vines
(Notary Public)

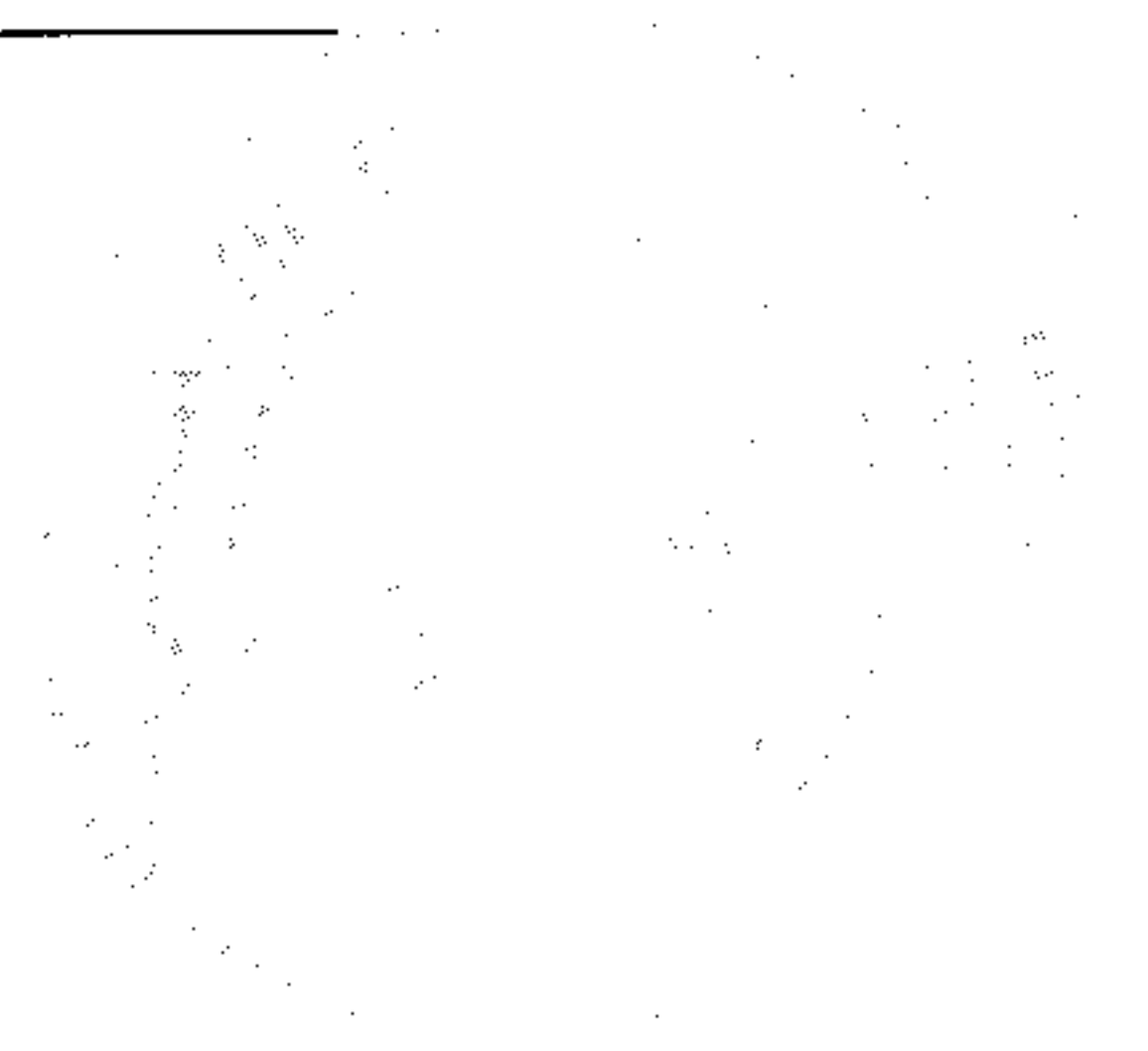


EXHIBIT A
LEGAL DESCRIPTION

Lot 205, according to the Survey of Shadow Oaks Estates 2nd Sector, as recorded in Map Book 33,
Page 149, in the Probate Office of Shelby County, Alabama.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
11/08/2018 09:13:32 AM
\$160.80 CHERRY
20181108000395700

Allie S. Bayl