

20181116000405920  
11/16/2018 11:50:39 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 22, 2018. The parties and their addresses are:

**MORTGAGOR:**

**BEST MANAGEMENT SOLUTIONS, INC.**  
An Alabama Corporation  
336 10TH STREET SW  
ALABASTER, AL 35007

**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 12/21/2015 and recorded on 12/23/2015 (Security Instrument). The Security Instrument was recorded in the records of Shelby County, Alabama at INSTRUMENT NUMBER 20151223000437790 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 723 2ND AVENUE NW, ALABASTER, Alabama 35007.

**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. 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:

BEST MANAGEMENT SOLUTIONS, INC.  
Alabama Real Estate Modification  
AL/4TRUSSELL00000000001828023N

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Initials   
Page 1



(a) Specific Debts. The following debts and all extensions, renewals, refinancings, modifications and replacements. A renewal note or other agreement, dated October 22, 2018, from Mortgagor to Lender, with a loan amount of \$99,450.00.

(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 MORTGAGE BY \$18,700.00 FOR A TOTAL OF \$99,450.00

**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:**

BEST MANAGEMENT SOLUTIONS, INC.

By  (Seal)  
ROBERT C CRANE, President

**LENDER:**

EvaBank

By  (Seal)  
Tom Russell, Loan Officer

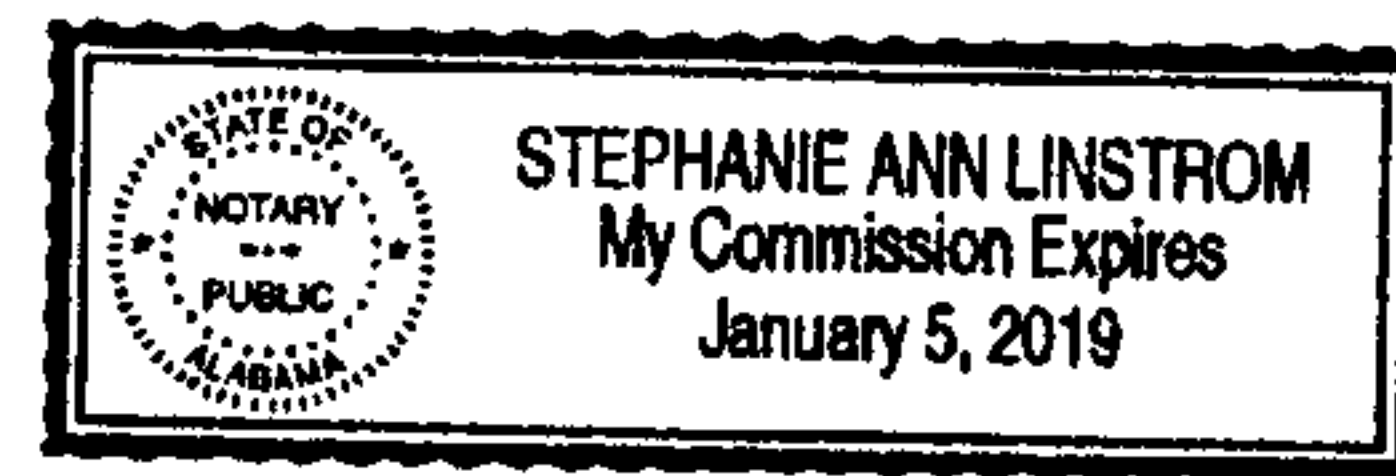
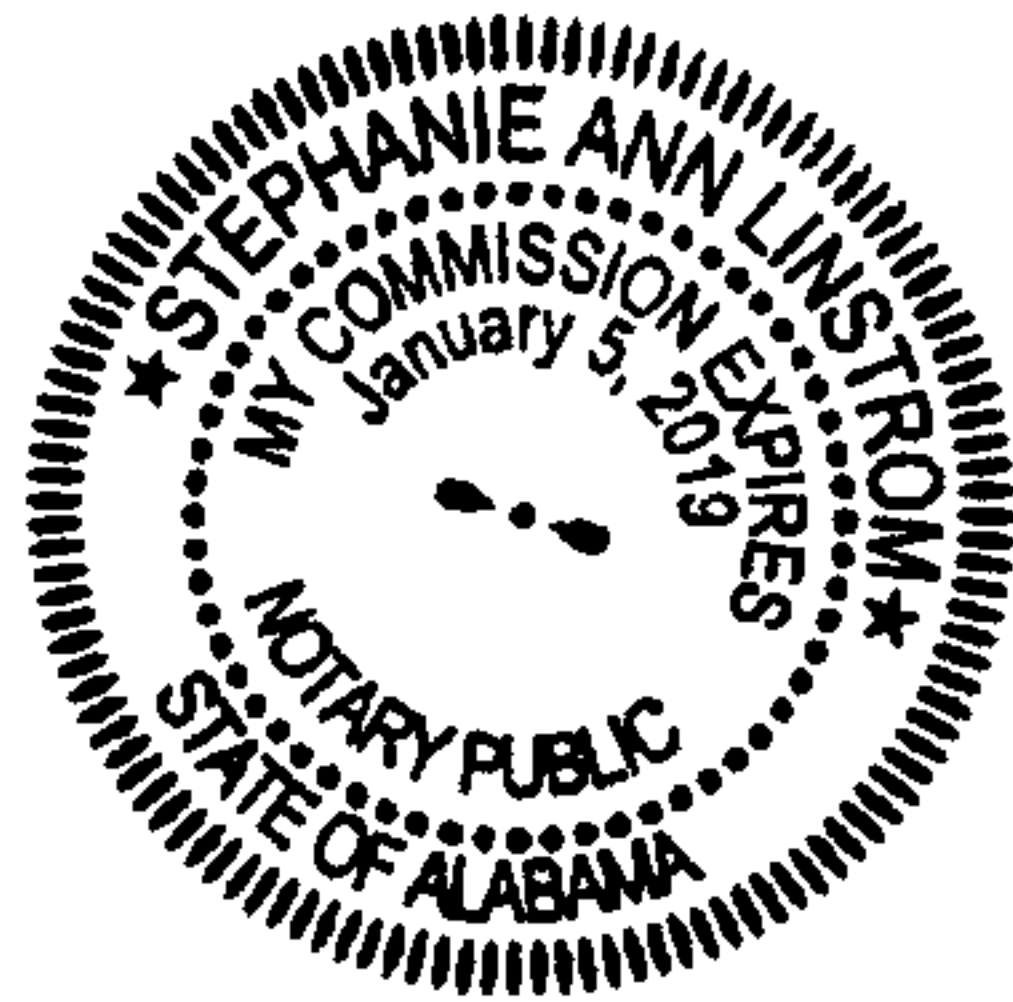
ACKNOWLEDGMENT.

State Alabama OF Jefferson County OF Jefferson ss.

I, Stephanie Ann Linstrom, a notary public, in and for said County in said State, hereby certify that ROBERT C CRANE, whose name(s) as President of the BEST MANAGEMENT SOLUTIONS, INC. 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 and with full authority, executed the same voluntarily for and as the act of said corporation. Given under my hand this the 22nd day of October, 2018.

My commission expires:

Stephanie Ann Linstrom  
(Notary Public)



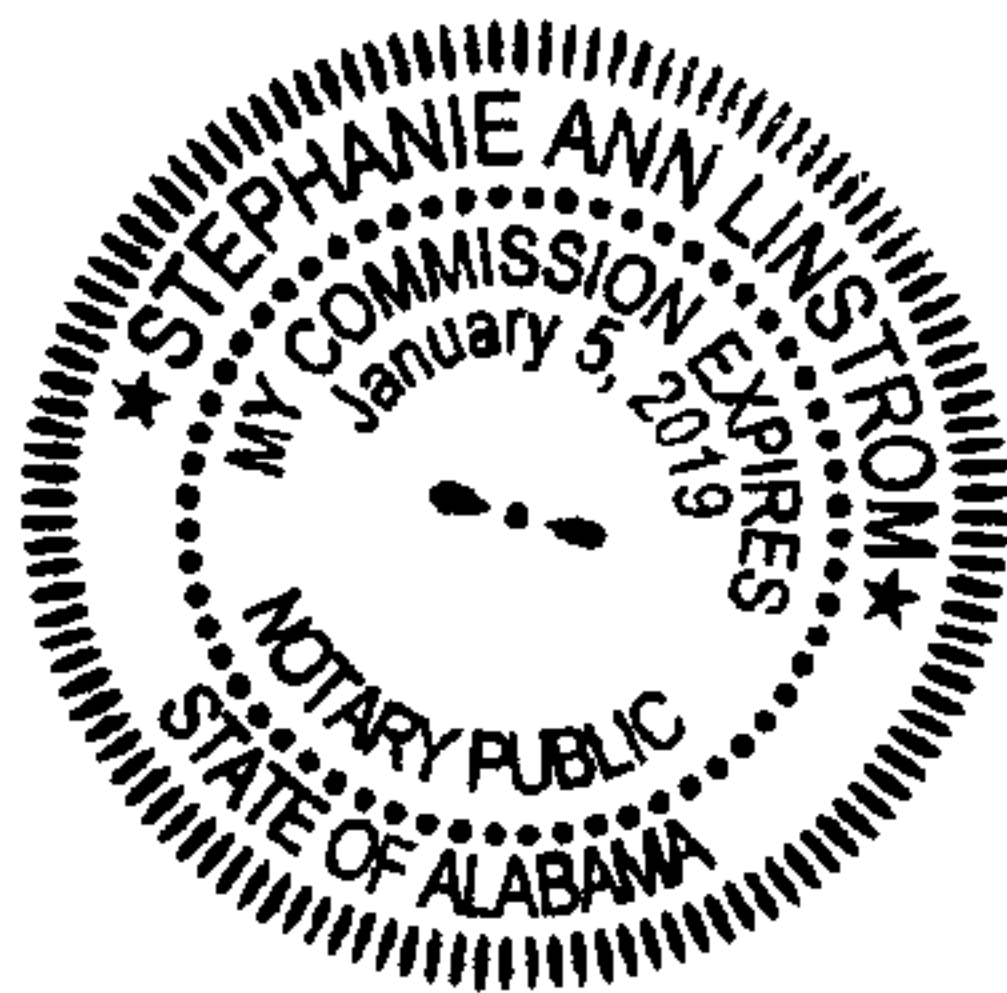
(Lender Acknowledgment)

State Alabama OF Jefferson County OF Jefferson ss.

I, Stephanie Ann Linstrom, 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 22nd day of October, 2018.

My commission expires:

Stephanie Ann Linstrom  
(Notary Public)



## Exhibit A

### Legal Description

Lots 5 and 6, in Block 3, according to the Map and Survey of Alabaster Gardens, as recorded in Map Book 3, Page 156, in the Office of the Judge of Probate of Shelby County, Alabama.



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
11/16/2018 11:50:39 AM  
\$52.05 CHARITY  
20181116000405920

*Allen S. Bayl*