

THIS INSTRUMENT PREPARED BY:

Central State Bank
11025 Highway 25
Calera, AL 35040-0000

AFTER RECORDING RETURN TO:

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


20181129000417290 1/2 \$42.60
Shelby Cnty Judge of Probate, AL
11/29/2018 08:31:38 AM FILED/CERT

Increased by \$116331.50

(Space Above This Line For Recording Data)

NMLS COMPANY IDENTIFIER: 476528

NMLS ORIGINATOR IDENTIFIER: 500643

MODIFICATION AGREEMENT - MORTGAGE

THIS MODIFICATION AGREEMENT ("Agreement") is made this 12th day of October, 2018, between **DAVID RAY HILLIARD and MELINDA HILLIARD a/k/a LINDY HILLIARD**, husband and wife, whose address is **300 STONECREEK CIRCLE, HELENA, Alabama 35080 ("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 22, 2018 and Instrument# 20180807000280700, records of County of Shelby, State of Alabama ("Mortgage"). The Mortgage covers the following described real property:

Address: 3490 BEARDEN LANE, HELENA, Alabama 35080

Legal Description: 1ST MORTGAGE DATED 6/22/18 AND MODIFIED 10/12/18 RESIDENTIAL REAL ESTATE SHELBY CO, AL

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 construction loan from Four Hundred Four Thousand Two Hundred Forty-seven and 50/100 (\$404,247.50) to Four Hundred Twenty Thousand Five Hundred Seventy Nine Dollars and xx/100 (\$420,579.00).

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.

David Hilliard 10-12-18
MELINDA HILLIARD, DAVID Date
RAY HILLIARD

Melinda Hilliard 10-12-18
MELINDA HILLIARD Date

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ALABAMA)
COUNTY OF)

I, the undersigned ^{David} authority, a Notary Public, do hereby certify that MELINDA HILLIARD A/K/A LINDY HILLIARD and MELINDA HILLIARD, 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 12th day of November, 2018.

My commission expires:

Rachel K. Dull
the undersigned authority
Notary Public
Identification Number

(Official Seal)

My Commission expires Dec. 16, 2020

LENDER: Central State Bank

Mitt Schroeder
By: Mitt Schroeder
Its: CEO

Date

CSi



20181129000417290 2/2 \$42.60
Shelby Cnty Judge of Probate, AL
11/29/2018 08:31:38 AM FILED/CERT