

20181212000434960
12/12/2018 03:58:13 PM
MORTAMEN 1/3

WHEN RECORDED, RETURN TO:
FIRST AMERICAN TITLE INSURANCE CO.
1100 SUPERIOR AVENUE, SUITE 200
CLEVELAND, OHIO 44114

SEND TAX NOTICES TO:

ROBERT E. MILAM, JR.
TERAH L. MILAM
119 OAK VIEW LANE
HELENA, AL 35080

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE



0000000010011415600074010012018

THIS MODIFICATION OF MORTGAGE dated October 2, 2018, is made and executed between **ROBERT E. MILAM, JR.**, whose address is 119 OAK VIEW LANE, HELENA, AL 35080 and **TERAH L. MILAM**, whose address is 119 OAK VIEW LANE, HELENA, AL 35080; 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 June 22, 2016 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

MORTGAGE RECORDED JULY 19, 2016 IN INSTRUMENT NUMBER 20160719000250710.

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 119 OAK VIEW LANE, HELENA, AL 35080.

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

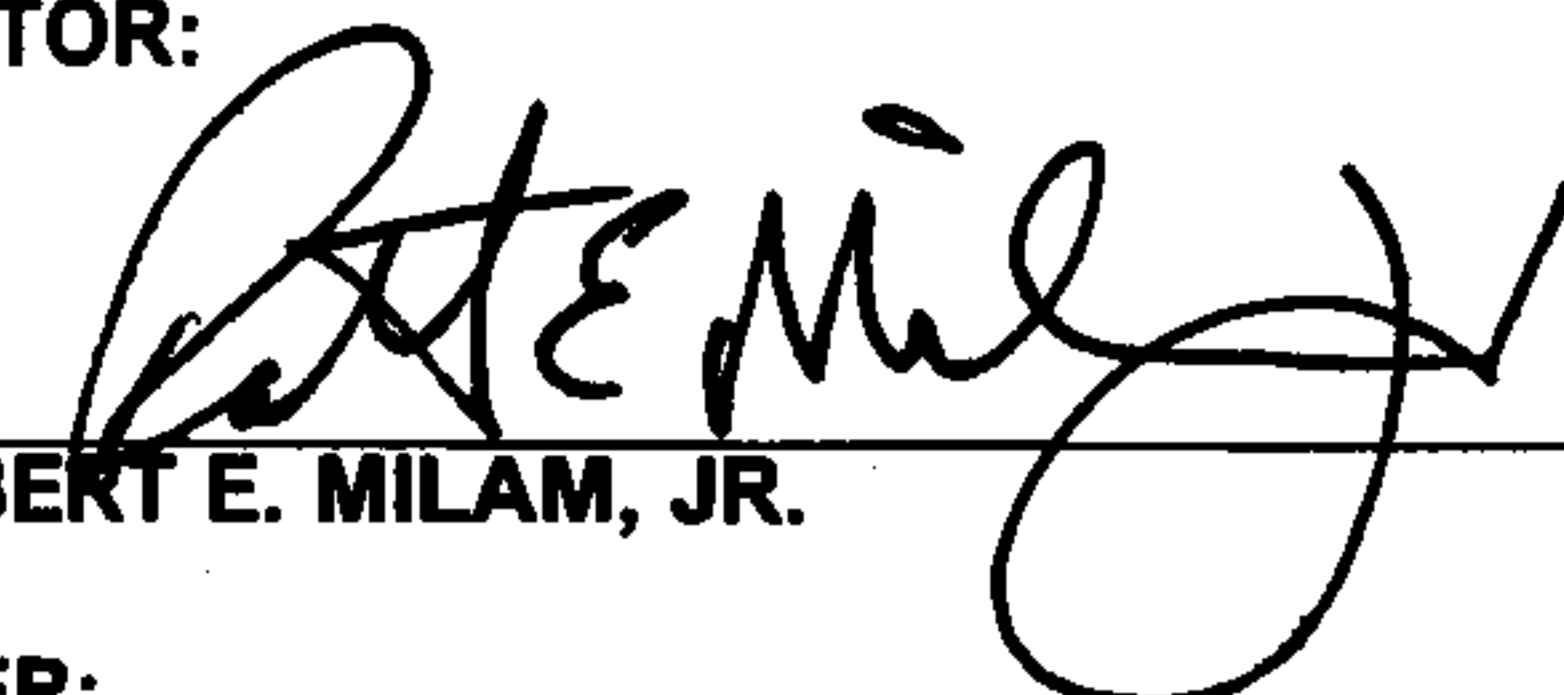
The principal amount of the Mortgage, which was \$55,000.00 (on which any required taxes already have been paid), now is increased to \$112,950.00. Current amount of indebtedness is \$50,653.00.

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 endorser 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 OCTOBER 2, 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)
ROBERT E. MILAM, JR.

X  (Seal)
TERAH L. MILAM

LENDER:

SERVISFIRST BANK
X  (Seal)
KILEY ELMORE, Vice President

 MILAM JR
54368086 AL
FIRST AMERICAN ELS
MODIFICATION OF MORTGAGE


This Modification of Mortgage prepared by:

Name: BEATRIZ BOWMAN
Address: 2500 WOODCREST PLACE
City, State, ZIP: BIRMINGHAM, AL 35209

MODIFICATION OF MORTGAGE
(Continued)

Loan No: 100114156

Page 2

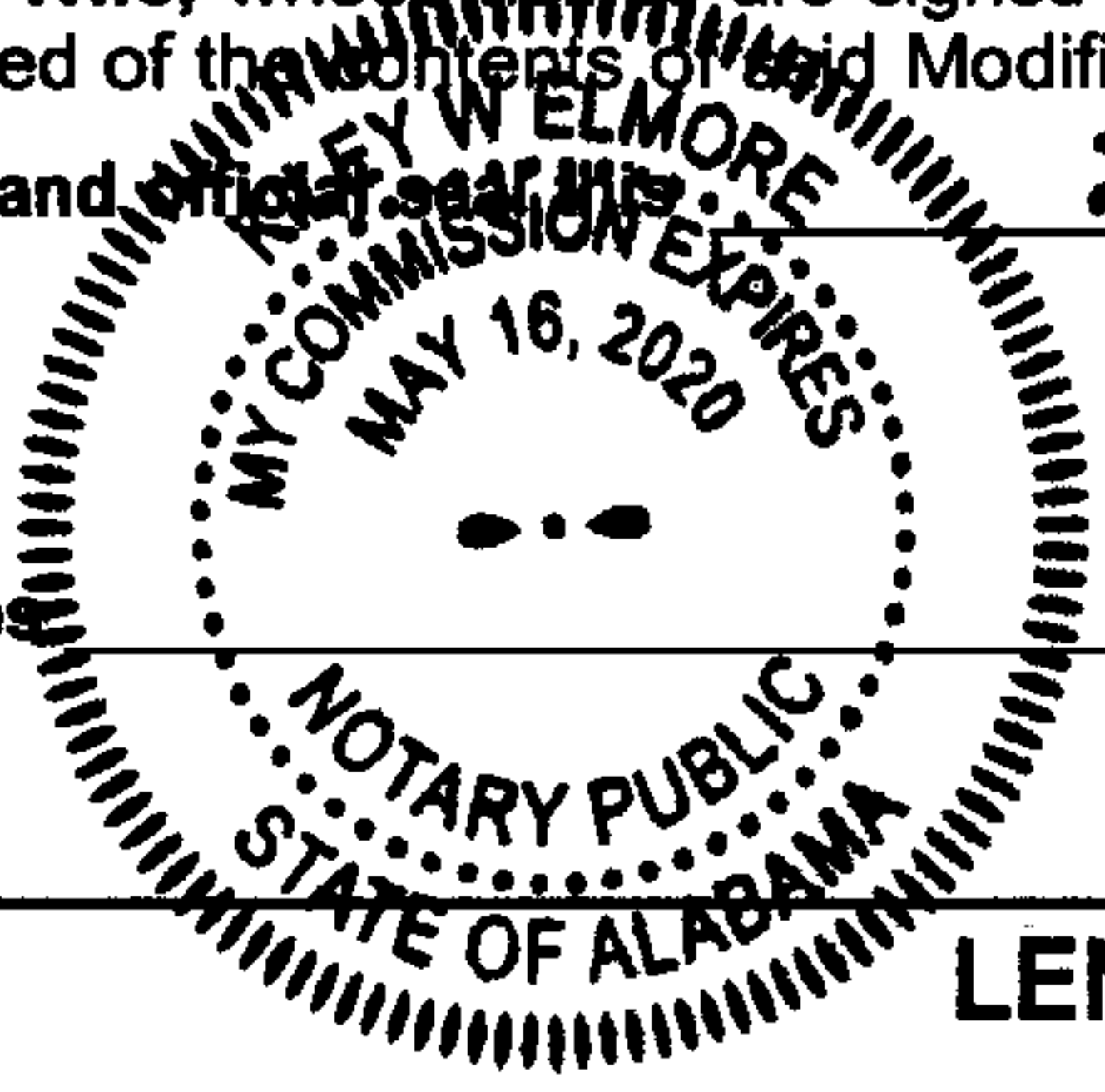
INDIVIDUAL ACKNOWLEDGMENT

STATE OF AL)
) SS
COUNTY OF Jefferson)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **ROBERT E. MILAM, JR. and TERAH L. MILAM, 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 2nd day of October, 2018.

My commission expires _____



[Signature]
Notary Public

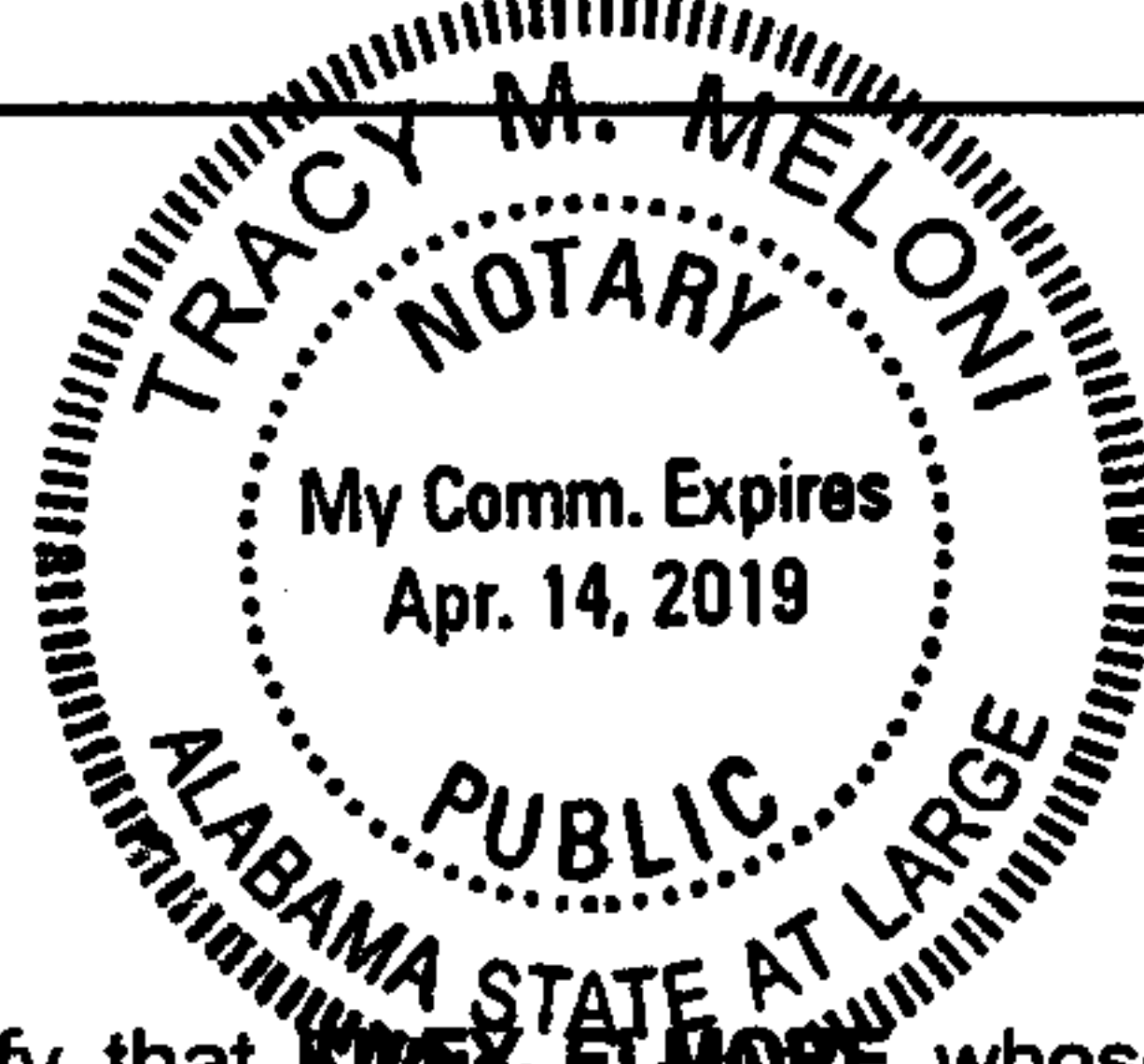
LENDER ACKNOWLEDGMENT

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 **Kimberly 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 2nd day of October, 2018.

My commission expires 4/14/2019



[Signature]
Notary Public

EXHIBIT A

SITUATED IN THE COUNTY OF SHELBY AND STATE OF ALABAMA:

LOT 2, ACCORDING TO THE SURVEY OF STONEBROOK, AS RECORDED IN
MAP BOOK 15, PAGE 114, IN THE PROBATE OFFICE OF SHELBY
COUNTY, ALABAMA.

BEING ALL OF THAT CERTAIN PROPERTY CONVEYED TO ROBERT E.
MILAM, JR. AND WIFE, TERAH L. MILAM, AS JOINT TENANTS FOR AND
DURING THEIR JOINT LIVES AND UPON THE DEATH OF EITHER OF
THEM, THEN TO THE SURVIVOR OF THEM FROM GERALD DENNIS
O'BRIEN AND WIFE, JEANNENE P. O'BRIEN BY DEED DATED
04/28/2006 AND RECORDED 05/03/2006 IN INSTRUMENT NO.
20060503000206860, IN THE LAND RECORDS OF SHELBY COUNTY,
ALABAMA.

PPN: 13 4 19 0 000 007.006
ROBERT E. MILAM, JR. AND WIFE, TERAH L. MILAM, AS JOINT
TENANTS FOR AND DURING THEIR JOINT LIVES AND UPON THE DEATH
OF EITHER OF THEM, THEN TO THE SURVIVOR OF THEM

119 OAK VIEW LANE, HELENA AL 35080
Loan Reference Number : MILAM
First American Order No: 54368086
Identifier: L/



When Recorded, Return to:
First American Title Insurance Company
1100 Superior Avenue, Suite 200
Cleveland, OHIO 44114



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
12/12/2018 03:58:13 PM
\$97.05 CHERRY
20181212000434960

Allie S. Boyd