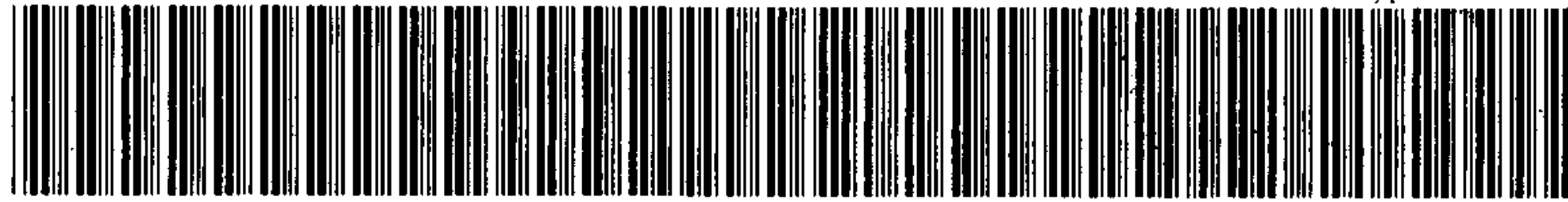


WHEN RECORDED, RETURN TO:
FIRST AMERICAN TITLE INSURANCE CO.
4795 REGENT BLVD, 1010-E
IRVING, TX 75063
ATTN: EQUITY RECORDING
SEND TAX NOTICES TO:
JAMES DANIEL GODFREY
MARY CATHERINE GODFREY
669 MILLER CIRCLE
PELHAM, AL 35124

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE



00000000010008507500074010302018

THIS MODIFICATION OF MORTGAGE dated October 30, 2018, is made and executed between JAMES DANIEL GODFREY, whose address is 669 MILLER CIRCLE, PELHAM, AL 35124 and MARY CATHERINE GODFREY, whose address is 669 MILLER CIRCLE, PELHAM, AL 35124; 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 October 30, 2013 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED NOVEMBER 21, 2013 IN INSTRUMENT NUMBER 20131121000457150.

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 669 MILLER CIRCLE, PELHAM, AL 35124-3753.

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

The principal amount of the Mortgage, which was \$70,000.00 (on which any required taxes already have been paid), now is increased to \$230,000.00. Current amount of indebtedness is \$66,074.26.

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 endorsers 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 30, 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)
JAMES DANIEL GODFREY

x  (Seal)
MARY CATHERINE GODFREY

LENDER:

SERVISFIRST BANK

x  (Seal)
KILEY ELMORE, Vice President

This Modification of Mortgage prepared by:

Name: CASSANDRA CLIME
Address: 2500 WOODCREST PLACE
City, State, ZIP: BIRMINGHAM, AL 35209

Loan No: 100085075

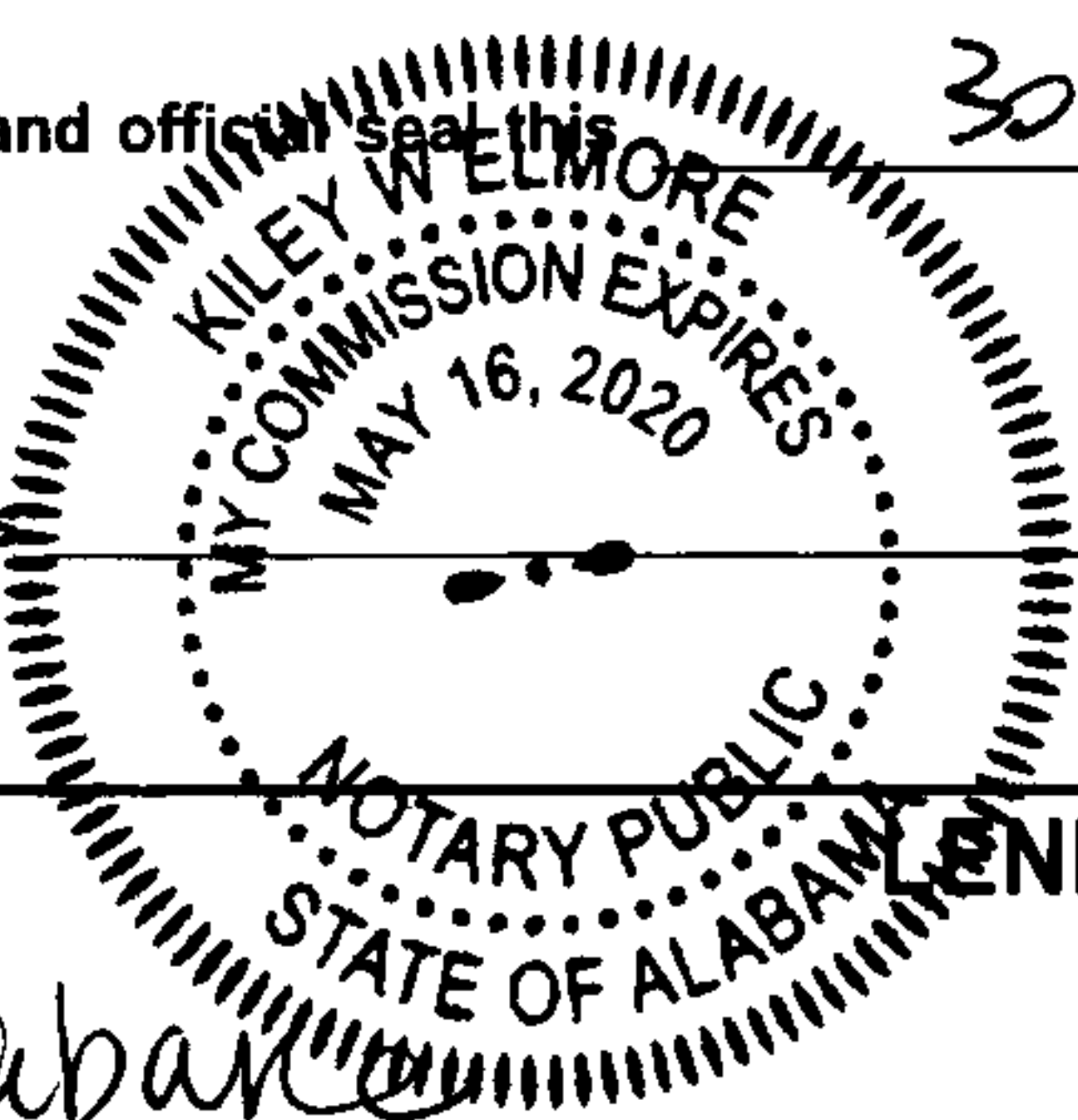
MODIFICATION OF MORTGAGE
(Continued)

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 **JAMES DANIEL GODFREY and MARY CATHERINE GODFREY, 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 30th day of October, 20 18.


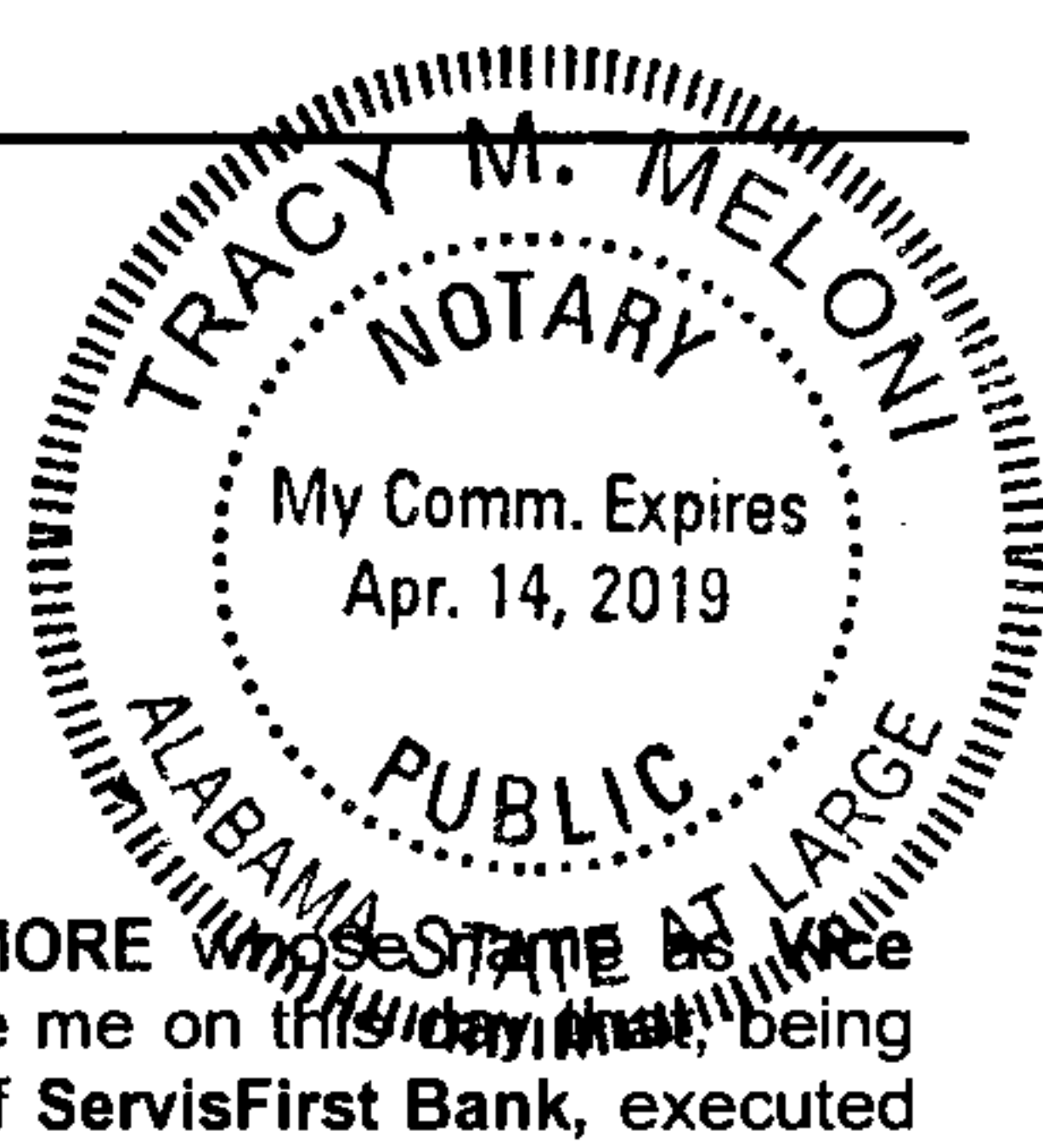
Notary Public

My commission expires _____

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 **KILEY ELMORE** whose name 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 30th day of October, 20 18.


Notary Public

My commission expires 4/14/2019

EXHIBIT A

SITUATED IN THE COUNTY OF SHELBY AND STATE OF ALABAMA:

LOT 16, ACCORDING TO THE SURVEY OF INDIAN RIDGE ESTATES, AS
RECORDED IN MAP BOOK 6, PAGE 44, IN THE PROBATE OFFICE OF
SHELBY COUNTY, ALABAMA.

BEING ALL OF THAT CERTAIN PROPERTY CONVEYED TO JAMES DANIEL
GODFREY AND MARY CATHERINE GODFREY, HUSBAND AND WIFE, FOR AND
DURING THEIR JOINT LIVES AND UPON THE DEATH OF EITHER OF
THEM, THEN TO THE SURVIVOR OF THEM FROM SHELBY RESOURCES,
INC. BY DEED DATED 07/02/2002 AND RECORDED 07/09/2002 IN
INSTRUMENT NO. 20020709000316430, IN THE LAND RECORDS OF
SHELBY COUNTY, ALABAMA.

PPN: 10 5 22 0 002 027.000

JAMES DANIEL GODFREY AND MARY CATHERINE GODFREY, HUSBAND
AND WIFE, FOR AND DURING THEIR JOINT LIVES AND UPON THE
DEATH OF EITHER OF THEM, THEN TO THE SURVIVOR OF THEM

669 MILLER CIRCLE, PELHAM AL 35124

Loan Reference Number : GODFREY

First American Order No: 54442902

Identifier: L/

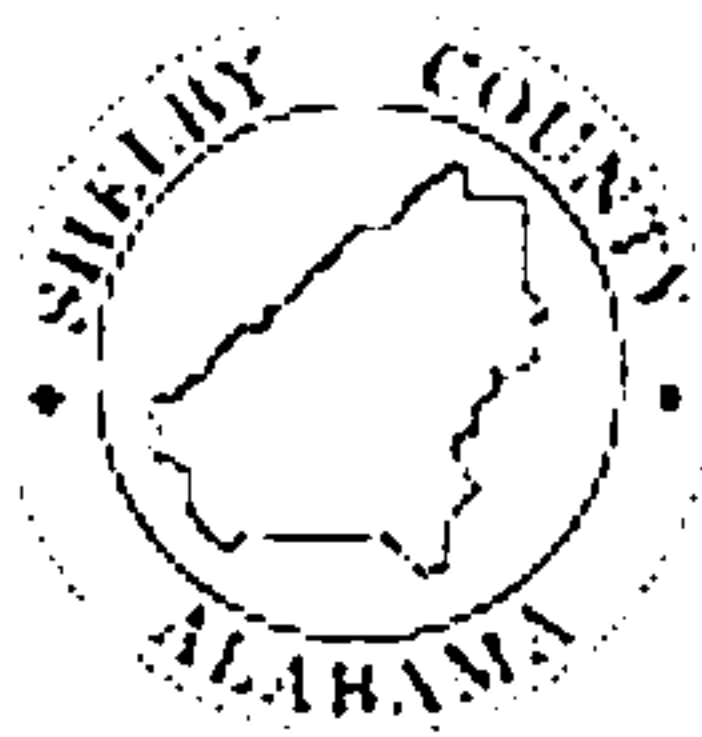


Wh€  GODFREY
54442902

AL

FIRST AMERICAN ELS
MODIFICATION OF MORTGAGE

ince Company
: 200



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
01/11/2019 09:27:50 AM
\$261.00 CHERRY
20190111000011740

Allen S. Boyd