

TC

WHEN RECORDED MAIL TO:
SERVISFIRST BANK
2500 WOODCREST PLACE
BIRMINGHAM, AL 35209

SEND TAX NOTICES TO:
RUSSELL L. FAVORITE
1655 INDIAN CREST DRIVE
INDIAN SPRINGS, AL 35124

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE



00000000000003586800074011292018

THIS MODIFICATION OF MORTGAGE dated December 6, 2018, is made and executed between **RUSSELL LLOYD FAVORITE**, whose address is **1655 INDIAN CREST DRIVE, INDIAN SPRINGS, AL 35124**; Unmarried (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 April 6, 2018 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

Recorded April 26, 2018 in Instrument No. 20180426000140460 in the Office of the Shelby County Probate.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in SHELBY County, State of Alabama:

Lot 6, Block 1, according to the Survey of Indian Creek Estates, Second Sector, as recorded in Map Book 5, Page 42, in the Probate Office of Shelby County, Alabama.

The Real Property or its address is commonly known as 1655 INDIAN CREST DRIVE, INDIAN SPRINGS, AL 35124-3020.

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


The principal amount of the Mortgage, which was \$850,000.00 (on which any required taxes already have been paid), is now increased to \$1,232,000.00. Current amount of indebtedness is \$849,082.72.

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 DECEMBER 6, 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)
RUSSELL L. FAVORITE

LENDER:

SERVISFIRST BANK

X  (Seal)
MIKE THOMAS, Senior Vice President

This Modification of Mortgage prepared by:

Name: L. JONES
Address: 2500 WOODCREST PLACE
City, State, ZIP: BIRMINGHAM, AL 35209



20190115000016370 1/2 \$591.00
Shelby Cnty Judge of Probate, AL
01/15/2019 01:38:51 PM FILED/CERT

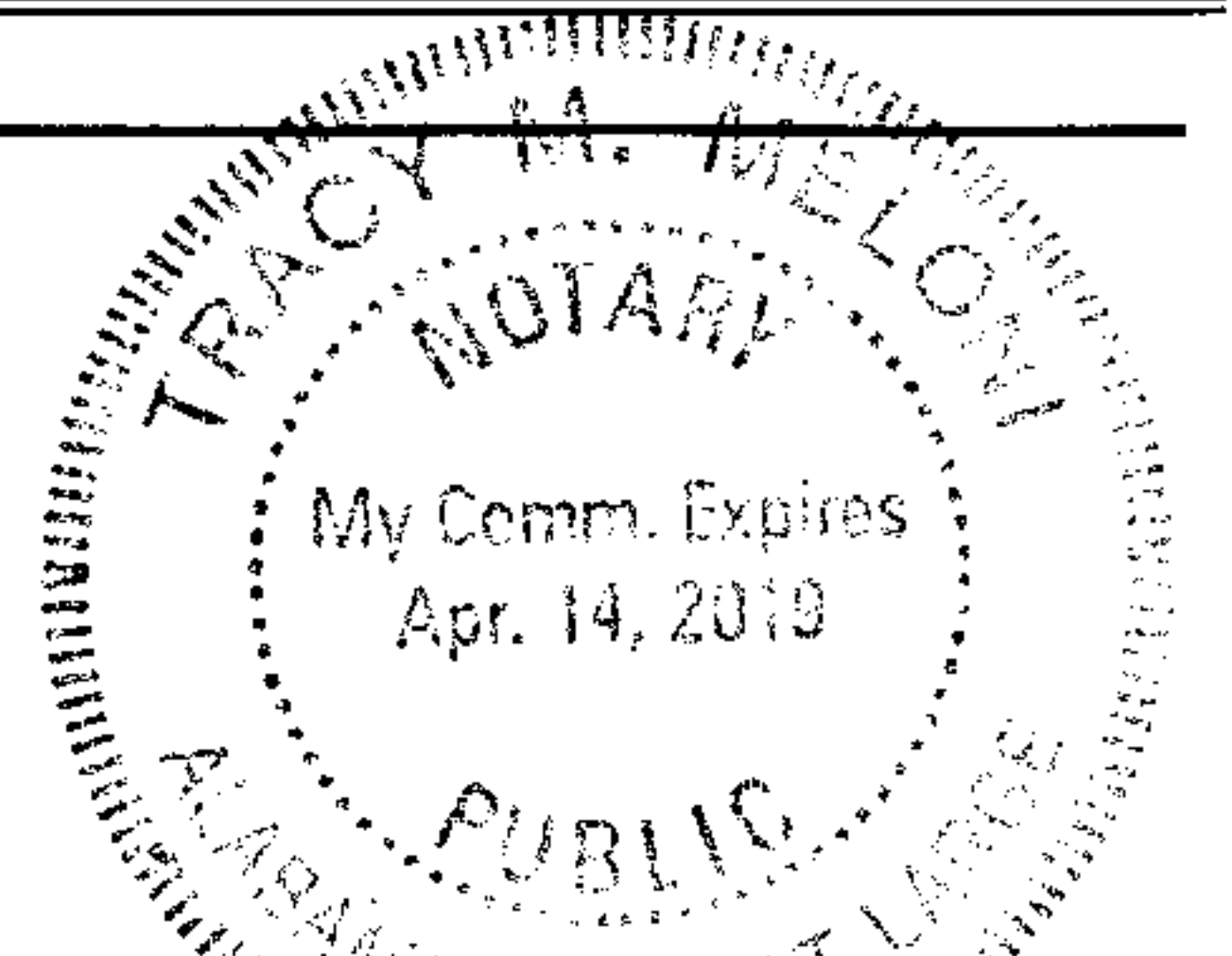
MODIFICATION OF MORTGAGE
(Continued)

Loan No: 35868

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama)
)
COUNTY OF Jefferson) SS
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I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **RUSSELL L. FAVORITE**, ~~Unmarried~~, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Modification, he or she executed the same voluntarily on the day the same bears date.

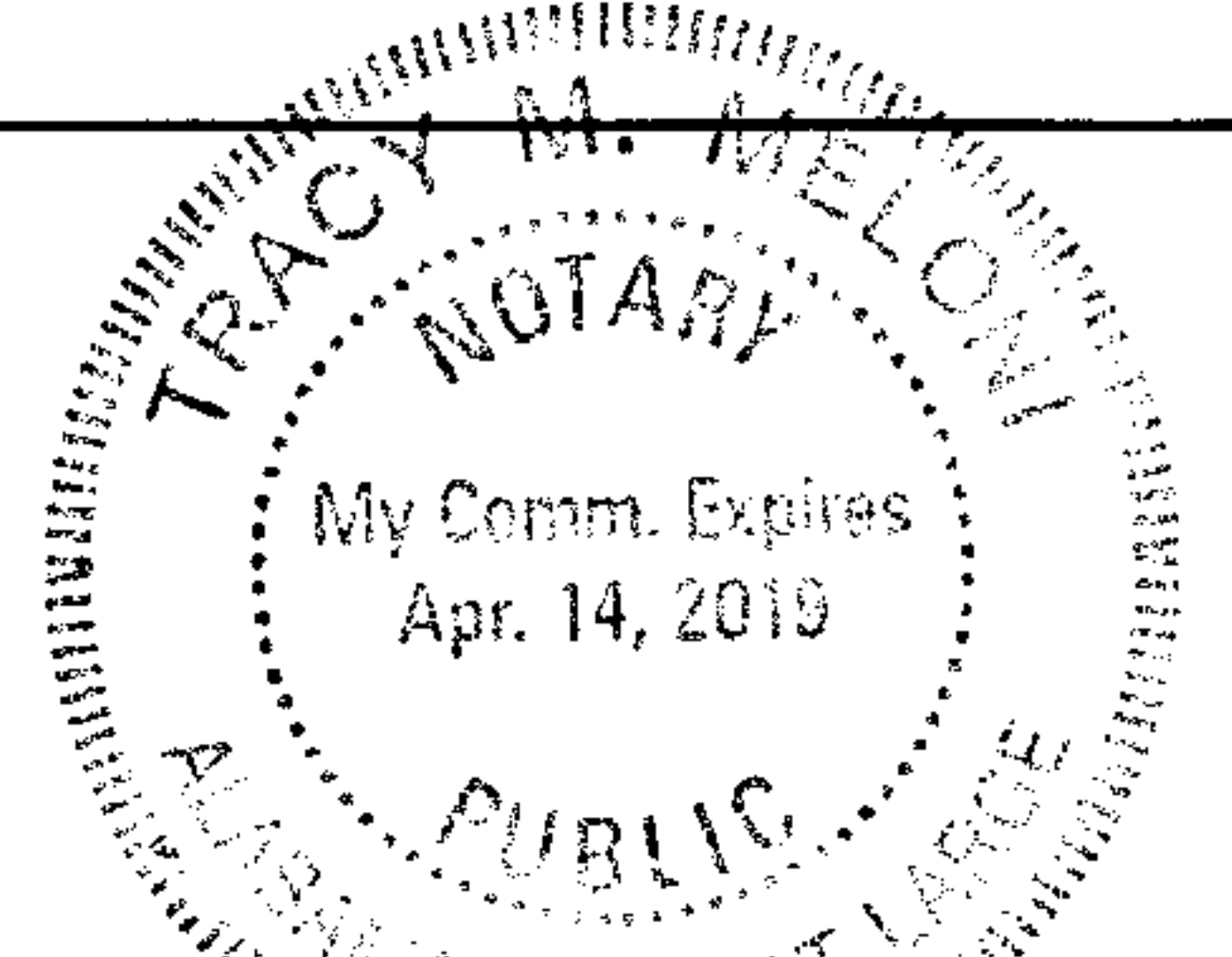
Given under my hand and official seal this 6th day of December, 2018.

[Signature]
Notary Public

My commission expires 4/14/2019

LENDER ACKNOWLEDGMENT

STATE OF Alabama)
)
COUNTY OF Jefferson) SS
)



I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **MIKE THOMAS** whose name as **Senior 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 **Senior Vice President of ServisFirst Bank**, executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 6th day of December, 2018.

[Signature]
Notary Public

My commission expires 4/14/2019

Originator Names and Nationwide Mortgage Licensing System and Registry IDs:

Organization: **ServisFirst Bank**

NMLSR ID: **556357**

Individual: **Micheal Franz Thomas**

NMLSR ID: **1379820**

