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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 January 11, 2019. The parties and their addresses are:

MORTGAGOR:

INNOVATIVE BUILDING SERVICES, LLC. An Alabama Limited Liability Company 225 SALISBURY CIRCLE BIRMINGHAM, AL 35242

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 08/09/2017 and recorded on 08/11/2017 (Security Instrument). The Security Instrument was recorded in the records of Shelby County, Alabama at INSTRUMENT NUMBER 20170811000291420 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 LOT 205 BRIDGE, BIRMINGHAM, Alabama 35242.

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. Maximum Obligation Limit. The maximum obligation provision of the Security Instrument is modified to read:

INNOVATIVE BUILDING SERVICES, LLC. Alabama Real Estate Modification AL/4TRUSSELL00000000001828029N

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- B. 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:
 - (a) Specific Debts. The following debts and all extensions, renewals, refinancings, modifications and replacements. A renewal note or other agreement, dated January 11, 2019, from Mortgagor to Lender, with a loan amount of \$510,000.00 and maturing on August 9, 2019.
 - (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. REAL ESTATE MORTGAGE IS BEING INCREASED TO MODIFY THE EXISTING UNDERLYING MORTGAGE OF \$454,750.00 BY \$55,250.00 FOR A TOTAL OF \$510,000.00. THE MATURITY DATE OF THE UNDERLYING MORTGAGE IS BEING MODIFIED TO 08/09/2019.

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:

INNOVATIVE BUILDING SERVICES, LLC.

By Moneth O. West 1 (Sea

KENNETH T WERK, JR., Managing Member

By Mary Jenise Well (Seal

LENDER:

EvaBank

(Seal)

Neal Chambers

ACKNOWLEDGMENT.	
	County of Shelby ss.
that KENNETH T WERK, JR. and MARY DI INNOVATIVE BUILDING SERVICES, LLC., and who is known to me, acknowledged instrument, he/she/they, in his/her/their c	
My commission expires:	(Motary Public)
My Commission Expires: August 4, 2020	
(Lender Acknowledgment)	
State OF Alabama,	County OF Shelby ss.
being informed of the contents of the instruction the same voluntary for and as the act of samuary, 2019	, a notary public, in and for said County in said State, hereby certify of EvaBank, a corporation, and who is known to me, acknowledged before me on this day that, ument, he/she/they, as such officer(s) and with full authority, executed said corporation. Given under my hand this the day of
My commission expires:	(Notary Public)
My Commission Expires: August 4, 2020	

EXHIBIT A LEGAL DESCRIPTION

Lot 205, according to the Map and Survey of Stonebridge, 2nd Sector, as recorded in Map Book 48, Page 9, 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
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