

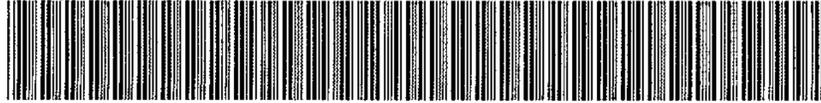
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06/06/2019 02:07:29 PM  
MORTAMEN 1/2

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

SEND TAX NOTICES TO:  
PRESTON SCOTT PARKER  
LORI RENEE PARKER  
113 AUSTIN CIRCLE  
BIRMINGHAM, AL 35242

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

## MODIFICATION OF MORTGAGE



\*0000000010011355400074005062019\*

THIS MODIFICATION OF MORTGAGE dated May 6, 2019, is made and executed between PRESTON SCOTT PARKER, whose address is 113 AUSTIN CIRCLE, BIRMINGHAM, AL 35242 and LORI RENEE PARKER, whose address is 113 AUSTIN CIRCLE, BIRMINGHAM, AL 35242; 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 May 16, 2016 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

MORTGAGE RECORDED JUNE 17, 2016 IN INSTRUMENT NUMBER: 20160617000209890.

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

SITUATED IN THE COUNTY OF SHELBY AND STATE OF ALABAMA: LOT 2718, ACCORDING TO THE SURVEY OF HIGHLAND LAKES, 27TH SECTOR, AN EDDLEMAN COMMUNITY, AS RECORDED IN MAP BOOK 32, PAGE 20, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA. TOGETHER WITH NONEXCLUSIVE EASEMENT TO USE THE PRIVATE ROADWAYS, COMMON AREA ALL AS MORE PARTICULARLY DESCRIBED IN THE DECLARATION OF EASEMENTS AND MASTER PROTECTIVE COVENANTS FOR HIGHLAND LAKES, A RESIDENTIAL SUBDIVISION, RECORDED AS INSTRUMENT #1994-07111 AND AMENDED IN INSTRUMENT NO. 1996-17543, AND FURTHER AMENDED IN INSTRUMENT #1999-31095, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, AND THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HIGHLAND LAKES, A RESIDENTIAL SUBDIVISION, 27TH SECTOR, RECORDED AS INSTRUMENT NO. 20031010000683520, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA (WHICH, TOGETHER WITH ALL AMENDMENTS THERETO, IS HEREINAFTER COLLECTIVELY REFERRED TO AS, THE "DECLARATION").

BEING ALL OF THAT CERTAIN PROPERTY CONVEYED TO PRESTON SCOTT PARKER AND LORI RENEE PARKER, AS JOINT TENANTS, WITH RIGHT OF SURVIVORSHIP FROM STERLING COMPANIES, LLC BY DEED DATED 04/01/2008 AND RECORDED 04/09/2008 IN INSTRUMENT NO. 20080409000144360, IN THE LAND RECORDS OF SHELBY COUNTY, ALABAMA.

PPN: 09 2 09 0 011 018.000  
PRESTON SCOTT PARKER AND LORI RENEE PARKER, AS JOINT TENANTS, WITH RIGHT OF SURVIVORSHIP

113 AUSTIN CIRCLE, BIRMINGHAM AL 35242  
Loan Reference Number : 100113554  
54954942

The Real Property or its address is commonly known as 113 AUSTIN CIR, BIRMINGHAM, AL 35242.

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

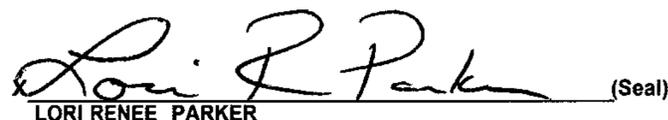
The principal amount of the Mortgage, which was \$100,000.00 (on which any required taxes already have been paid), now is increased to \$192,000.00. Current amount of indebtedness is \$60,320.55.

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 MAY 6, 2019.

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)  
PRESTON SCOTT PARKER

  
\_\_\_\_\_  
LORI RENEE PARKER (Seal)

MODIFICATION OF MORTGAGE  
(Continued)

Loan No: 100113554

Page 2

LENDER:

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SERVISFIRST BANK

2/2

X \_\_\_\_\_ (Seal)  
KILEY ELMORE, Vice President

This Modification of Mortgage prepared by:

Name: ANGELA WASHINGTON  
Address: 2500 WOODCREST PLACE  
City, State, ZIP: BIRMINGHAM, AL 35209

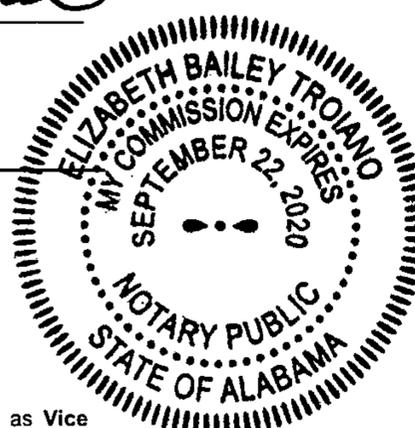
INDIVIDUAL ACKNOWLEDGMENT

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 PRESTON SCOTT PARKER and LORI RENEE PARKER, 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 6 day of May, 2019  
Elizabeth Bailey Troiano  
Notary Public

My commission expires September 22, 2020



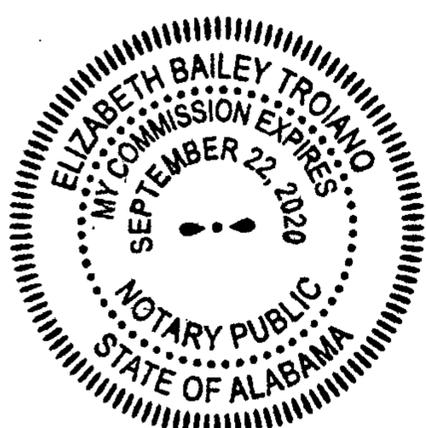
LENDER ACKNOWLEDGMENT

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 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 6 day of May, 2019  
Elizabeth Bailey Troiano  
Notary Public

My commission expires September 22, 2020



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
06/06/2019 02:07:29 PM  
\$108.60 CHERRY  
20190606000197790

*Alvin S. Boyd*