

20191009000371790
10/09/2019 09:35:03 AM
MORTAMEN 1/3

Return to: Dawn Tetlak/AEG
5455 Detroit Rd, STE B
Sheffield Village, OH 44054
440-718-1820 3

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

SEND TAX NOTICES TO:
JOHN ROBERT SAUNDERS, JR.
VIRGINIA D. SAUNDERS
4938 MEADOW BROOK WAY
BIRMINGHAM, AL 35242

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE



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4454070-03

THIS MODIFICATION OF MORTGAGE dated September 27, 2019, is made and executed between JOHN ROBERT SAUNDERS, JR. and VIRGINIA D. SAUNDERS, whose address is 4938 MEADOW BROOK WAY, 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 March 14, 2012 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

MORTGAGE RECORDED APRIL 26, 2012 IN INSTRUMENT # 20120426000144640; MODIFICATION DATED SEPTEMBER 12, 2014, RECORDED OCTOBER 10, 2014 IN INSTRUMENT # 20141010000321720.

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 4938 MEADOW BROOK WAY, BIRMINGHAM, AL 35242.

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

The principal amount of the Mortgage, which was \$80,000.00 (on which any required taxes already have been paid), now is increased to \$150,000.00. Current amount of indebtedness is \$79,999.29.

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 SEPTEMBER 27, 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)
JOHN ROBERT SAUNDERS, JR.

X (Seal)
VIRGINIA D. SAUNDERS

LENDER:

SERVISFIRST BANK

X (Seal)
KILEY ELMORE, Vice President

This Modification of Mortgage prepared by:

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

2/3
MODIFICATION OF MORTGAGE
(Continued)

Loan No: 100135540

Page 2

INDIVIDUAL 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 JOHN ROBERT SAUNDERS, JR. and VIRGINIA D. SAUNDERS, 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 22 day of September 2019.
 [Signature]
Notary Public
My commission expires

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 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 22 day of September 2019.
 [Signature]
Notary Public
My commission expires

EXHIBIT A

THE FOLLOWING DESCRIBED LAND IN THE CITY OF BIRMINGHAM,
COUNTY OF SHELBY, STATE OF ALABAMA, TO-WIT:

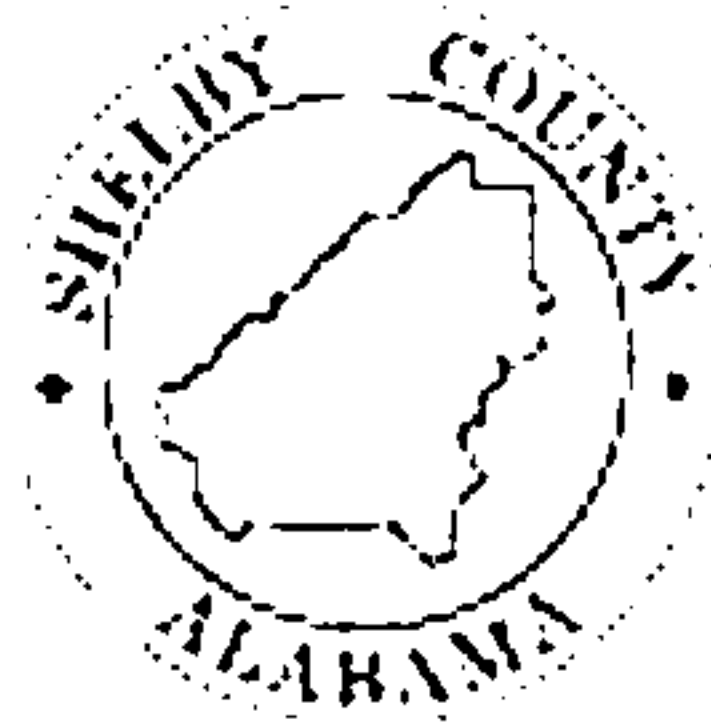
LOT 77, ACCORDING TO SURVEY OF MEADOW BROOK, SECOND
SECTOR, FIRST PHASE, AS RECORDED IN MAP BOOK 7, PAGE 65, IN
THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

THIS BEING THE SAME PROPERTY CONVEYED TO JOHN ROBERT
SAUNDERS, JR. AND VIRGINIA D. SAUNDERS, FOR AND DURING
THEIR JOINT LIVES AND UPON THE DEATH OF EITHER OF THEM,
THEN TO THE SURVIVOR OF THEM, DATED 07/30/1982 AND
RECORDED ON 08/04/1982 IN INSTRUMENT NO. 19820804000083830,
IN THE SHELBY COUNTY RECORDERS OFFICE.

PARCEL NO. 09 3 06 0 001 001.056

Order Number: 4454070

Address: 4938 MEADOW BROOK WAY, BIRMINGHAM, AL



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
10/09/2019 09:35:03 AM
\$148.00 CHERRY
20191009000371790

Allen S. Beal