

20191014000378580
10/14/2019 03:28:39 PM
MORTAMEN 1/2

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

SEND TAX NOTICES TO:
MATTHEW W. HOWERTON
KAREN L. HOWERTON
512 LAKESIDE CIRCLE
WILSONVILLE, AL 35186

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE



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THIS MODIFICATION OF MORTGAGE dated March 7, 2019, is made and executed between MATTHEW W. HOWERTON, whose address is 512 LAKESIDE CIRCLE, WILSONVILLE, AL 35186 and KAREN L. HOWERTON, whose address is 512 LAKESIDE CIRCLE, WILSONVILLE, AL 35186; 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 12, 2008 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED JUNE 4, 2008 IN INSTRUMENT NUMBER 20080604000226880; MODIFICATION DATED JANUARY 29, 2009 RECORDED APRIL 28, 2009 IN INSTRUMENT NUMBER 20090428000156090.

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

HAVING A TAX IDENTIFICATION NUMBER OF 16-3-06-1-003-028-000 A PARCEL OF LAND LOCATED IN THE CITY OF WILSONVILLE, COUNTY OF SHELBY, STATE OF ALABAMA, AND KNOWN AS BEING LOT NUMBER LOT:233 IN LAKEWOOD PH 02 AS SHOWN IN THE RECORDED PLAT/MAP THEREOF IN 35-42 OF SHELBY COUNTY RECORDS.

The Real Property or its address is commonly known as 512 LAKESIDE CIRCLE, WILSONVILLE, AL 35186.

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

The maturity date has been extended to May 12, 2038. Current amount of indebtedness is \$129,798.25.

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 endorser 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 MARCH 7, 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)
MATTHEW W. HOWERTON

X  (Seal)
KAREN L. HOWERTON

LENDER:

SERVISFIRST BANK

X  (Seal)
KILEY ELMORE, Vice President

This Modification of Mortgage prepared by:

Name: DANITA HARRIS-DUDLEY
Address: 2500 WOODCREST PLACE
City, State, ZIP: BIRMINGHAM, AL 35209

Loan No: 100132745

MODIFICATION OF MORTGAGL
(Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama)
COUNTY OF Shelby) SS
)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **MATTHEW W. HOWERTON** and **KAREN HOWERTON, 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 11 day of March, 2019.

Notary Public

My commission expires 7/7/21



LENDER ACKNOWLEDGMENT

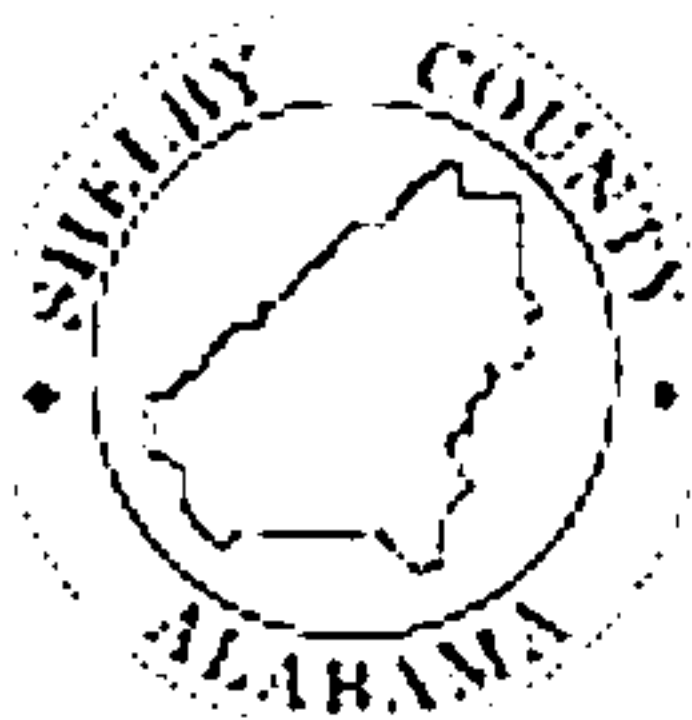
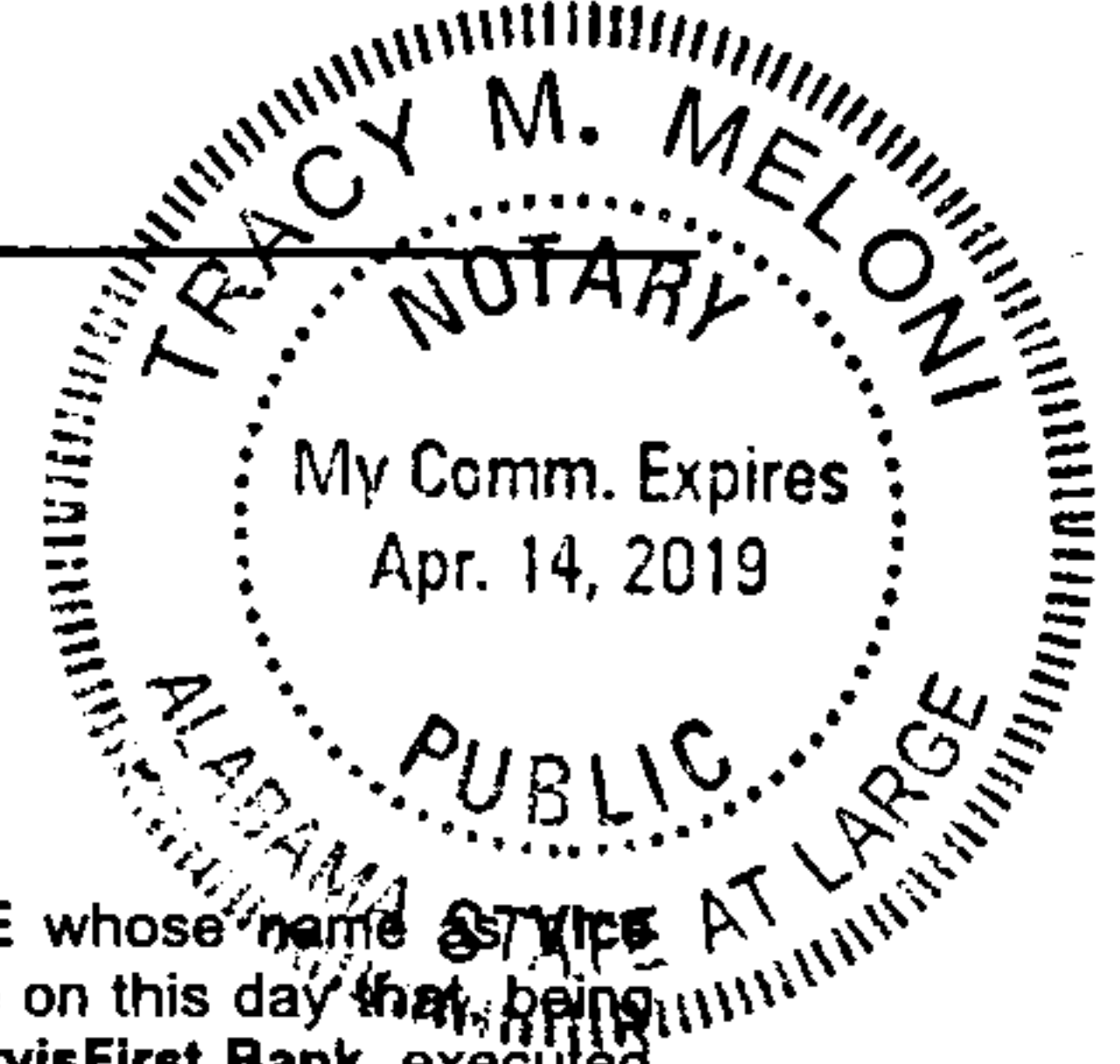
STATE OF Alabama)
COUNTY OF Jefferson) SS
)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **KILEY ELMORE** whose name is **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 11 day of March, 2019.

Notary Public

My commission expires 4/14/2019



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
10/14/2019 03:28:39 PM
\$220.70 CATHY
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Allen S. Bayl