

RECORDATION REQUESTED BY:


CenterState Bank N.A.
Birmingham Main Office
600 Luckie Drive
Birmingham, AL 35223

WHEN RECORDED MAIL TO:

CenterState Bank N.A.
Attn: Doc Prep
P.O. Box 9602
Winter Haven, FL 33883

SEND TAX NOTICES TO:

CenterState Bank N.A.
Birmingham Main Office
600 Luckie Drive
Birmingham, AL 35223


20200305000087750 1/3 \$168.55
Shelby Cnty Judge of Probate, AL
03/05/2020 09:31:19 AM FILED/CERT

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

28.00
140.48

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated January 23, 2020, is made and executed between **ROBERT S FAIRWEATHER III AND TARA M FAIRWEATHER, HUSBAND AND WIFE, PRIMARY RESIDENCE**, whose address is **2912 GLENSTONE CIRCLE, BIRMINGHAM, ALABAMA 35242-4229** (referred to below as "Grantor") and **CenterState Bank N.A.**, whose address is **600 Luckie Drive, Birmingham, AL 35223** (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated June 1, 2010 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

MORTGAGE EXECUTED BY ROBERT S FAIRWEATHER III AND TARA M FAIRWEATHER, HUSBAND AND WIFE, IN FAVOR OF CENTERSTATE BANK, N.A., AS SUCCESSOR IN INTEREST BY MERGER WITH NATIONAL BANK OF COMMERCE, F/K/A RED MOUNTAIN BANK, N.A., DATED JUNE 1, 2010 AND RECORDED JUNE 23, 2010, IN OFFICIAL RECORDS INSTRUMENT NUMBER 20100623000199100 OF THE PUBLIC RECORDS OF THE SHELBY COUNTY JUDGE OF PROBATE, ALABAMA

GRANTOR HAS REQUESTED AND LENDER HAS AGREED TO MAKE A FUTURE ADVANCE AND INCREASE THE MAXIMUM AMOUNT OF PRINCIPAL INDEBTEDNESS WHICH MAY BE OUTSTANDING AT ANY ONE TIME UNDER THE MORTGAGE FROM \$25,000.00 to \$93,655.00 UNDER THE TERMS AND CONDITIONS AS SET FORTH IN THE ORIGINAL MORTGAGE, AND IN CONSIDERATION OF THE PREMISES, THE GRANTOR HEREBY ACKNOWLEDGES A FUTURE ADVANCE OF NINETY THREE THOUSAND SIX HUNDRED FIFTY FIVE THOUSAND DOLLARS AND NO CENTS (\$93,655.00) FROM THE LENDER, CENTERSTATE BANK, N.A., AS A MORTGAGE LOAN UNDER THE PROVISION FOR FUTURE ADVANCES IN MORTGAGE DATED JUNE 1, 2010, AND AS MODIFIED BY MODIFICATION OF EVEN DATE HEREOF RECORDED IN THE PUBLIC RECORDS OF THE SHELBY COUNTY JUDGE OF PROBATE, ALABAMA

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

LOT 79A, ACCORDING TO THE SURVEY OF WIDEMAN INVERNESS POINT RESURVEY, AS RECORDED IN MAP BOOK 27, PAGE 21 IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA

The Real Property or its address is commonly known as 2912 GLENSTONE CIR, BIRMINGHAM, AL 35242-4229. The Real Property tax identification number is 10 1 02 0 003 050.062.

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

EXTENDED MATURITY DATE TO JANUARY 21, 2030; PRINCIPAL INCREASE FROM \$25,000.00 TO \$93,655.00 (NEW MONEY OF \$68,655.00)

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.

MODIFICATION OF MORTGAGE
(Continued)


Page 2

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JANUARY 23, 2020.

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:

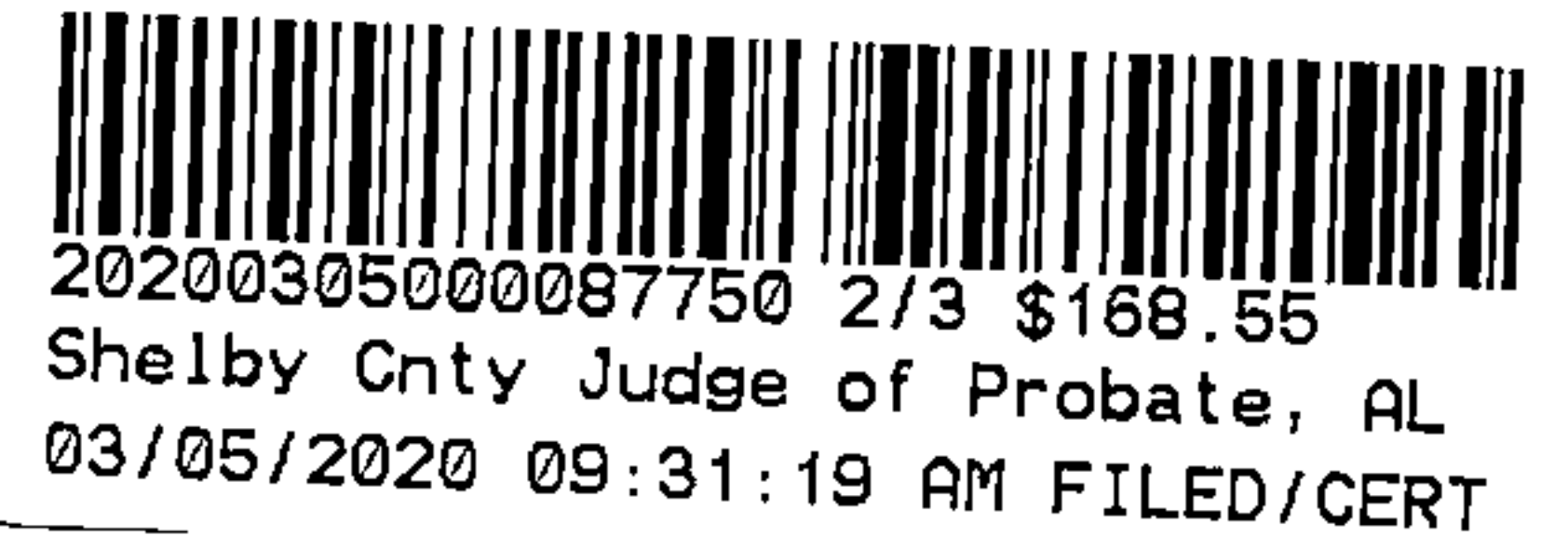
X  (Seal)
ROBERT S FAIRWEATHER III

X  (Seal)
TARA M FAIRWEATHER

LENDER:

CENTERSTATE BANK N.A.

X  (Seal)
Greg Dunaway, VP/Market Manager II

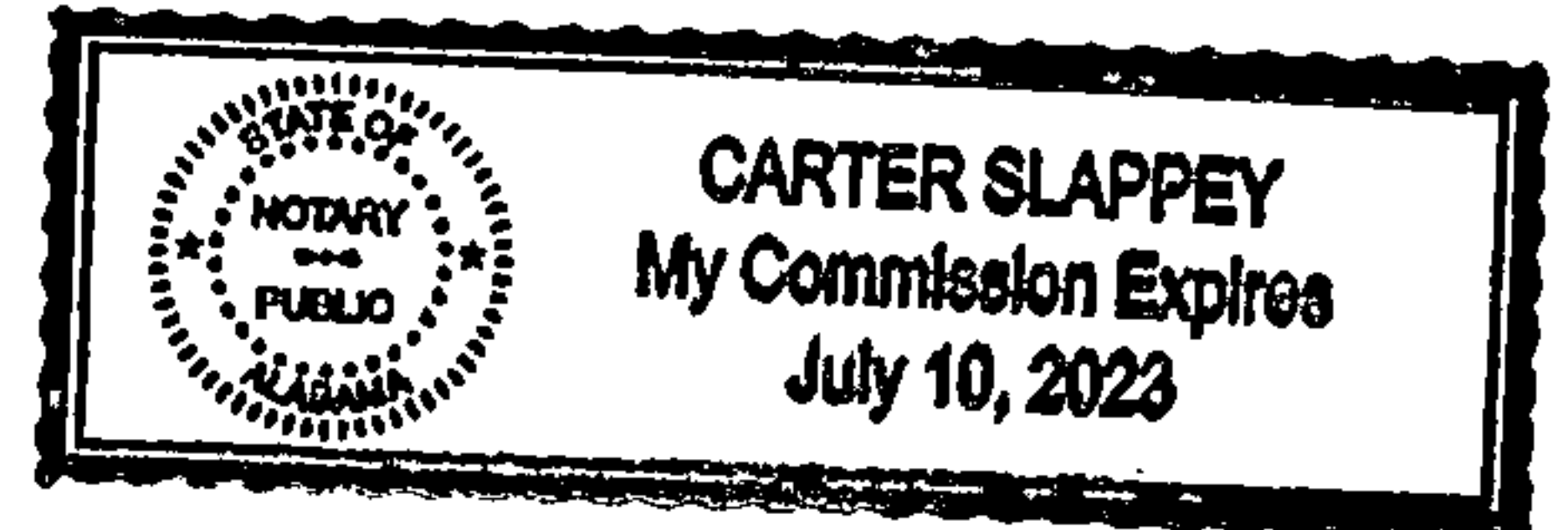


This Modification of Mortgage prepared by:

Name: Patricia A Bradley, Loan Processor
Address: PO Box 9602
City, State, ZIP: Winter Haven, FL 33883

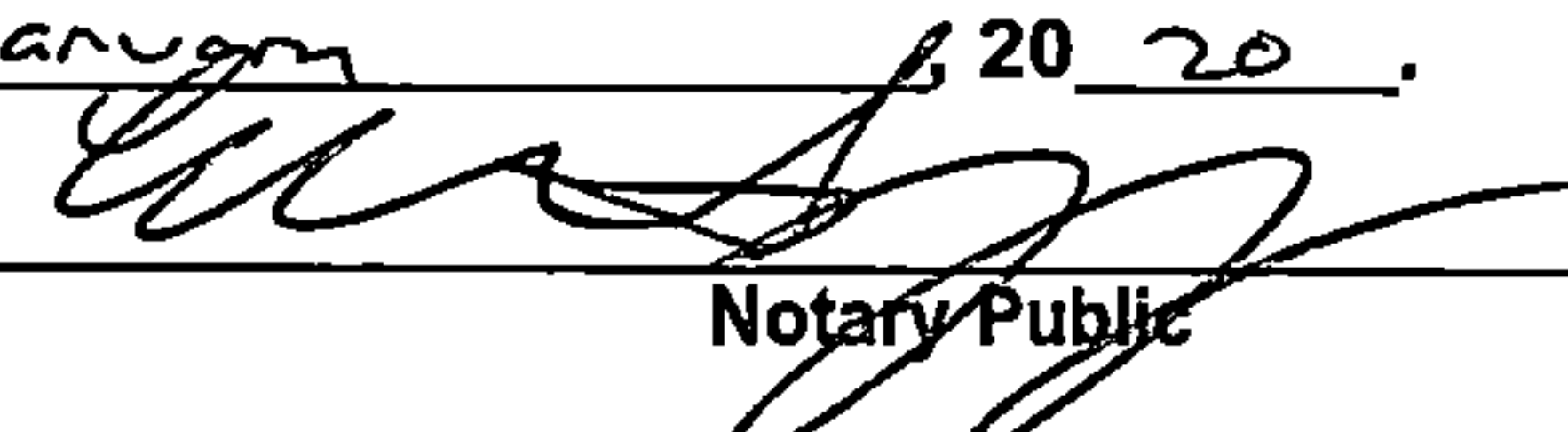
INDIVIDUAL ACKNOWLEDGMENT

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 ROBERT S FAIRWEATHER III, 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 23rd day of January, 2020.


Notary Public

My commission expires 7/10/23

MODIFICATION OF MORTGAGE
(Continued)

Page 3

INDIVIDUAL ACKNOWLEDGMENT

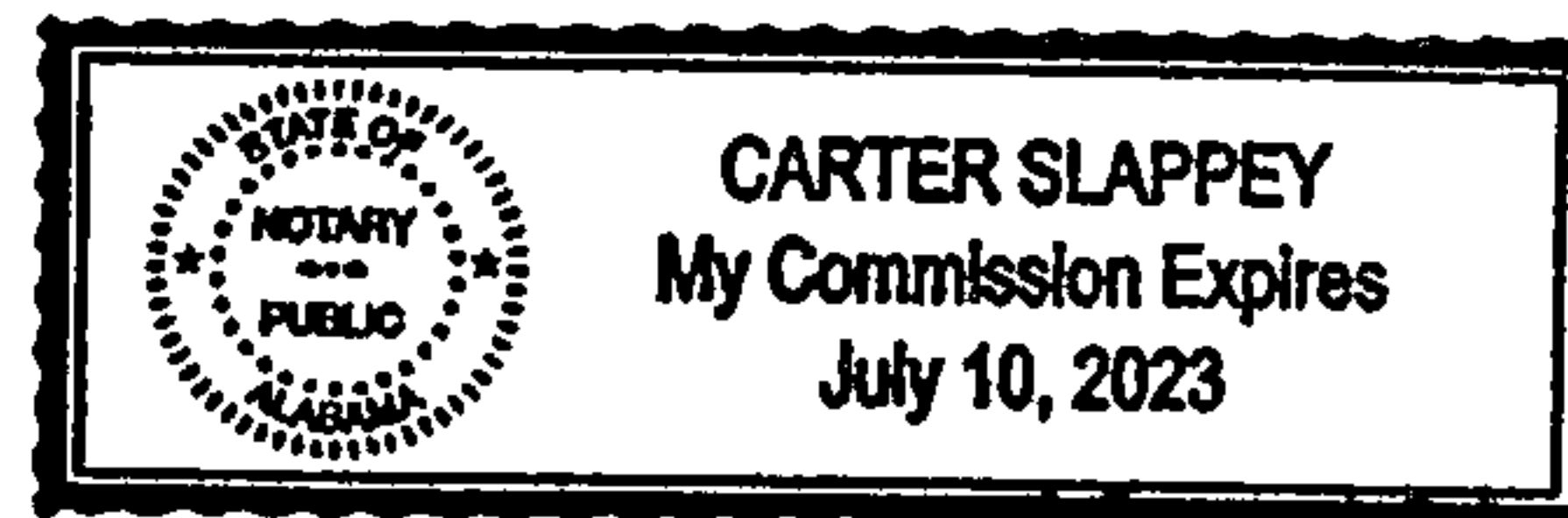
STATE OF Alabama

)

) SS

COUNTY OF Jefferson

)



I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **TARA M FAIRWEATHER**, 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 23rd day of January, 2020.

[Signature]
Notary Public

My commission expires 7/10/23

LENDER ACKNOWLEDGMENT

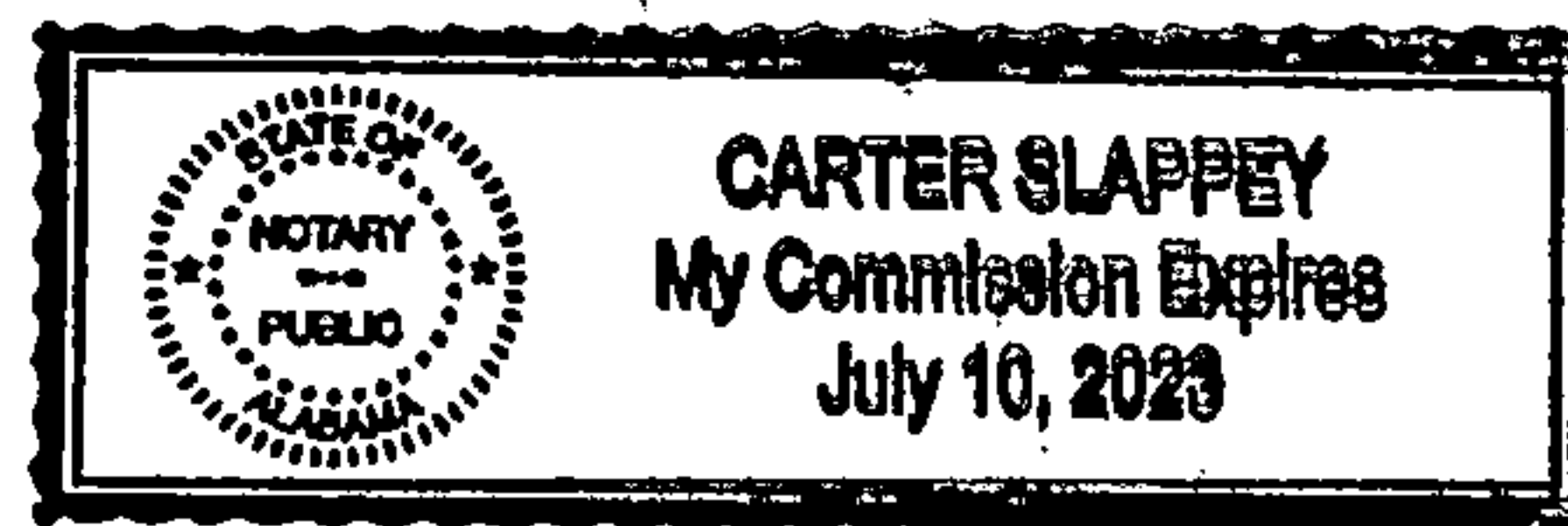
STATE OF Alabama

)

) SS

COUNTY OF Jefferson

)



I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **Greg Dunaway** whose name as **VP/Market Manager II** of **CenterState Bank N.A.** 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 **VP/Market Manager II** of **CenterState Bank N.A.**, executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 22nd day of January, 2020.

[Signature]
Notary Public

My commission expires 7/10/23



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