

20200311000096950  
03/11/2020 11:08:45 AM  
MORTAMEN 1/3

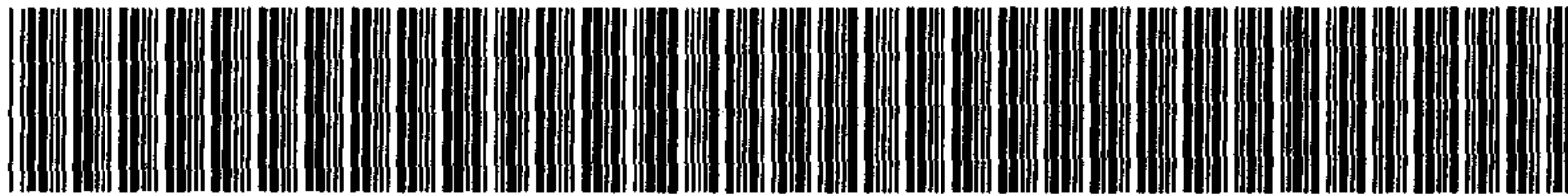
WHEN RECORDED MAIL TO:  
SERVISFIRST BANK  
2500 WOODCREST PLACE  
BIRMINGHAM, AL 35209

SEND TAX NOTICES TO:  
ALLEN R TRIPPEER, JR  
SHERRI S TRIPPEER  
2540 MAGNOLIA PLACE  
BIRMINGHAM, AL 35242

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

## MODIFICATION OF MORTGAGE

Return to: Dawn Tetlak/AEG  
5455 Detroit Rd, STE B  
Sheffield Village, OH 44054  
440-716-1820 3



\*00000000010013688600074001222020\*

4681228-04  
THIS MODIFICATION OF MORTGAGE dated January 22, 2020, is made and executed between ALLEN R TRIPPEER, JR, whose address is 2540 MAGNOLIA PLACE, BIRMINGHAM, AL 35242 and SHERRI S TRIPPEER, whose address is 2540 MAGNOLIA PLACE, 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 December 14, 2009 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED 01-08-2010; Document Number 20100108000007710.

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 2540 MAGNOLIA PL, BIRMINGHAM, AL 35242.

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

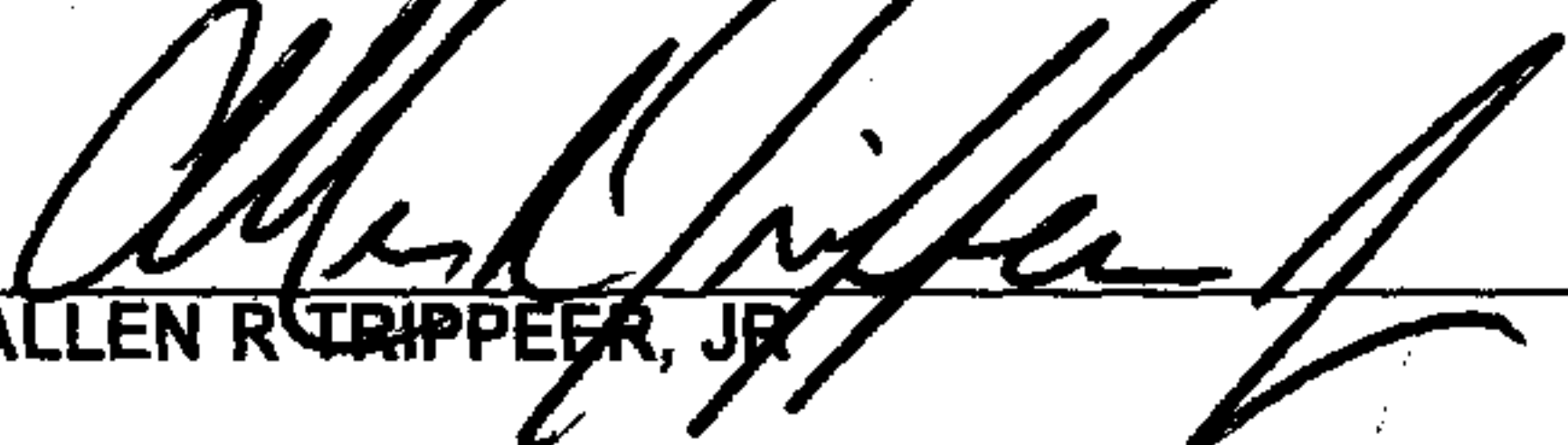
The maturity date has been extended to December 14, 2039. Current amount of indebtedness is \$30,000.00.

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 endorers 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 JANUARY 22, 2020.

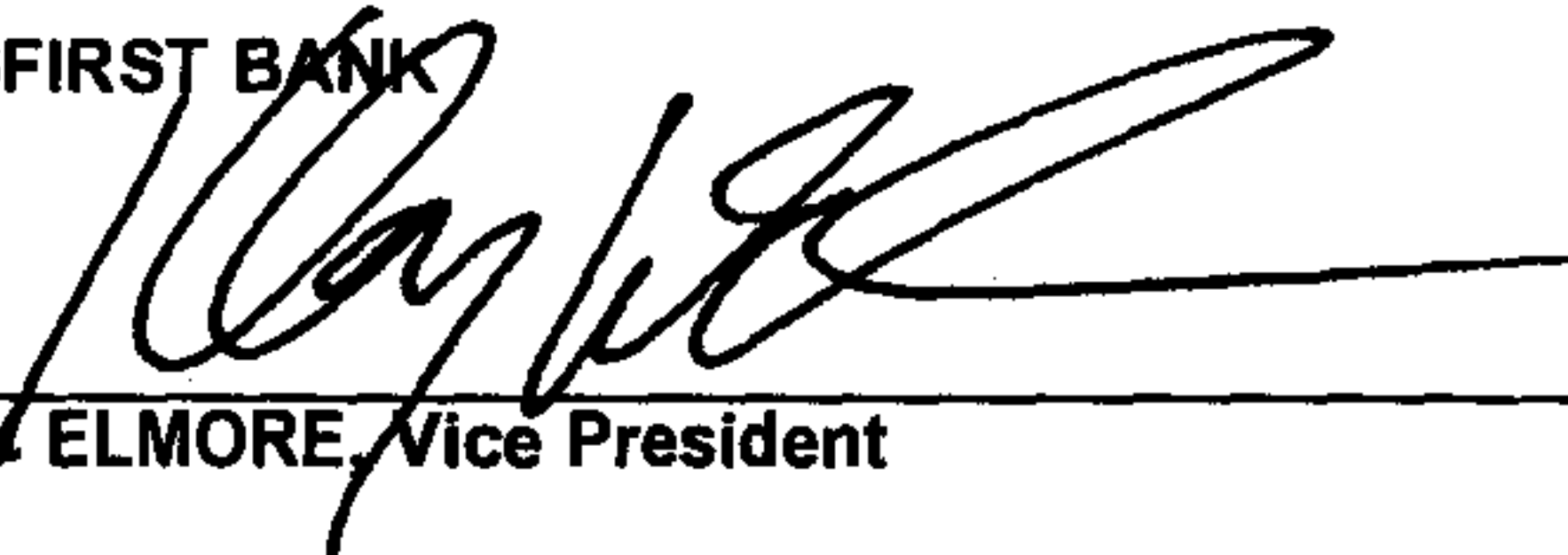
THIS MODIFICATION IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MODIFICATION IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

GRANTOR:

X  (Seal)  
ALLEN R TRIPPEER, JR

X  (Seal)  
SHERRI S TRIPPEER

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

**MODIFICATION OF MORTGAGE  
(Continued)**

Loan No: 100136886

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**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 ALLEN R TRIPPEER, JR and SHERRI S TRIPPEER, 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 30th day of January, 2020.

My Commission Expires  
September 13, 2023

Notary Public

My commission expires \_\_\_\_\_

**LENDER ACKNOWLEDGMENT**

STATE OF Alabama )  
 )  
 COUNTY OF Jefferson ) SS  
 )

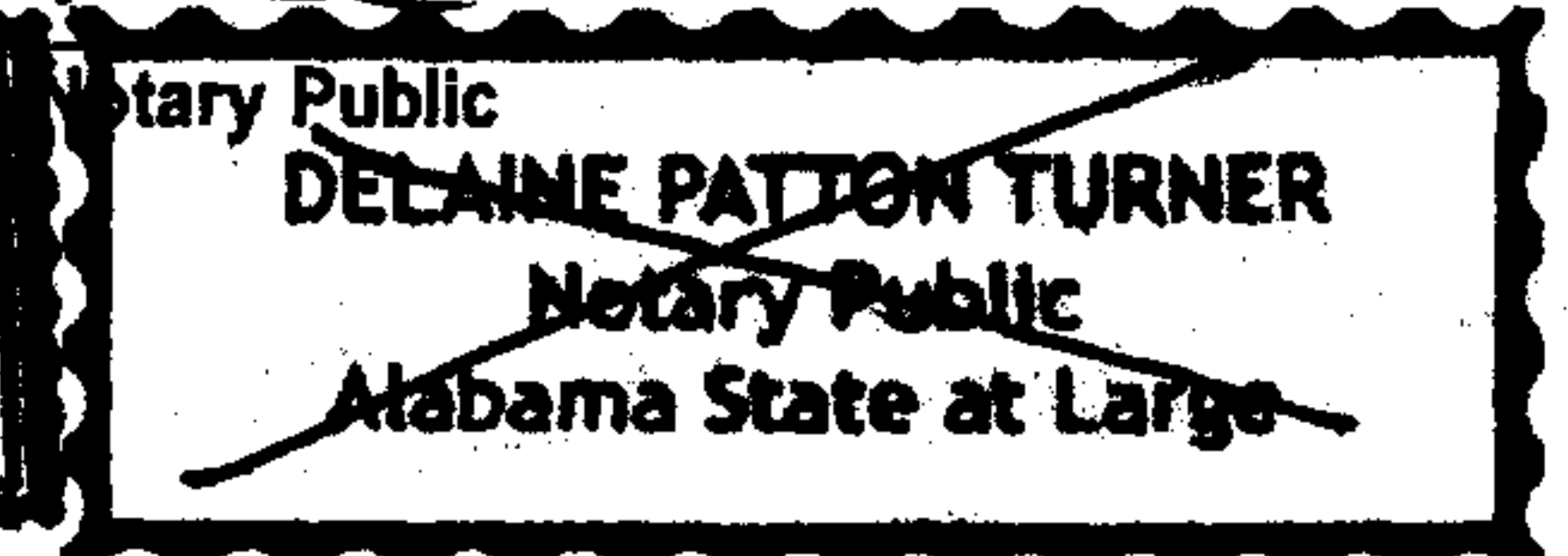
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that KILEY ELMORE whose name as Vice President of ServisFirst Bank is signed to the foregoing Modification and who is known to me, acknowledged before me on this day that, being informed of the contents 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 30th day of January, 2020.

My Commission Expires  
~~September 13, 2023~~

My commission expires

April 14, 2023



**EXHIBIT A**

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

LOT 38, ACCORDING TO THE SURVEY OF THE MAGNOLIAS AT  
BROOK HIGHLAND, AN EDDLEMAN COMMUNITY, AS RECORDED  
IN MAP BOOK 13 PAGE 102 A AND B, IN THE PROBATE OFFICE OF  
SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY  
COUNTY, ALABAMA.

THIS BEING THE SAME PROPERTY CONVEYED TO ALLEN R.  
TRIPPEER AND SHERRI S. TRIPPEER, HUSBAND AND WIFE, FOR  
AND DURING THEIR JOINT LIVES AND UPON THE DEATH OF  
EITHER OF THEM, THEN TO THE SURVIVOR OF THEM, DATED  
07/19/1999 AND RECORDED ON 07/23/1999 IN INSTRUMENT NO.  
1999-30801, IN THE SHELBY COUNTY RECORDERS OFFICE.

PARCEL NO. 03 9 31 0 003 038.000

Order Number: 4681228

Address: 2540 MAGNOLIA PL, BIRMINGHAM, AL



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
03/11/2020 11:08:45 AM  
\$73.00 CHERRY  
20200311000096950

*Allen S. Bayl*