

THIS INSTRUMENT PREPARED BY:

Central State Bank
57 Highway 87
Calera, AL 35040-0000

AFTER RECORDING RETURN TO:

Central State Bank
PO Box 180
Calera, AL 35040-0000

20200514000191780 1/4 \$107.50
Shelby Cnty Judge of Probate, AL
05/14/2020 01:06:08 PM FILED/CERT

Increased by \$51,000.00

(Space Above This Line For Recording Data)

NMLS COMPANY IDENTIFIER: 476528

NMLS ORIGINATOR IDENTIFIER: 709949

MODIFICATION AGREEMENT - MORTGAGE

THIS MODIFICATION AGREEMENT ("Agreement") is made this 19th day of March, 2020, between TERRY L MCGIBONEY and SHEREEN D MCGIBONEY, husband and wife, whose address is 2490 16th Street, Calera, Alabama 35040 ("Mortgagor"), and Central State Bank whose address is P.O. BOX 180, Calera, Alabama 35040 ("Lender").

Central State Bank and Mortgagor entered into a Mortgage dated May 9, 2019 and Instrument#20190524000178500

, records of County of Shelby, State of Alabama ("Mortgage"). The Mortgage covers the following described real property:

Address: 849 Leach Cemetery Road, Calera, Alabama 35040

Legal Description: 1ST MORTGAGE DATED 5/9/19 & MODIFIED 3/19/20 RESIDENTIAL REAL ESTATE SHELBY CO, AL

It is the express intent of the Mortgagor and Lender to modify the terms and provisions set forth in the Mortgage. Mortgagor and Lender hereby agree to modify the Mortgage as follows:

- Increase loan amount from Two Hundred Forty Thousand Dollars and xx/100 (\$240,000.00) to Two Hundred Ninety One Thousand Dollars and xx/100 (\$291000.00).

Mortgagor and Lender agree that the Mortgage including such changes, modifications, and amendments as set forth herein, shall remain in full force and effect with respect to each and every term and condition thereof and nothing herein contained shall in any manner affect the lien of the Mortgage on the Property. Nothing contained herein shall in any way impair the Mortgage or the security now held for the indebtedness thereunder, or alter, waive, annul, vary, or affect any provision, term, condition, or covenant therein, except as herein provided, nor affect or impair any rights, powers, privileges, duties, or remedies under the Mortgage it being the intent of Mortgagor and Lender that the terms and provisions thereof shall continue in full force and effect, except as specifically modified herein. Nothing in this Agreement shall constitute a satisfaction of the promissory note or notes, or other credit agreement or agreements secured by the Mortgage.

Lender's consent to this Agreement does not waive Lender's right to require strict performance of the Mortgage modified above, nor obligate Lender to make any future modifications. Any guarantor or cosigner shall not be released by virtue of this Agreement.

If any Mortgagor who signed the original Mortgage does not sign this Agreement, then all Mortgagors signing below acknowledge that this Agreement is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Agreement 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.



This Agreement shall be binding upon the heirs, successors, and assigns with respect to parties hereto. Whenever used, the singular shall include the plural, the plural, the singular, and the use of any gender shall be applicable to all genders.

ORAL AGREEMENTS DISCLAIMER. This Agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

ADDITIONAL PROVISIONS. 1ST MORTGAGE DATED 5/9/19 & MODIFIED 3/19/20 RESIDENTIAL REAL ESTATE SHELBY CO, AL

By signing below, Mortgagor and Lender acknowledge that they have read all the provisions contained in this Agreement, and that they accept and agree to its terms.

Terry L MCGIBONEY
TERRY L MCGIBONEY

3/19/20
Date

SHEREEN D MCGIBONEY
SHEREEN D MCGIBONEY

3/19/2020
Date

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF Shelby)

I, the undersigned authority, a Notary Public, do hereby certify that TERRY L MCGIBONEY and SHEREEN D MCGIBONEY, husband and wife, whose names are signed to the foregoing and who are known to me, acknowledged before me on this day that, being informed of the contents of the Modification Agreement, they executed the same, voluntarily, on the day the same bears date. Given under my hand this

19th March 2020

My commission expires:

My Commission Expires March 6, 2024

[Signature]
the undersigned authority
Notary Public
Identification Number



LENDER: Central State Bank

[Signature]

By: David Comer
Its: Loan Officer

Date

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BUSINESS ACKNOWLEDGMENT

STATE OF ALABAMA)
COUNTY OF Shelby)

I, the undersigned authority, Notary Public in and for said County and in said State, hereby certify that David Comer, Loan Officer of Central State Bank, a(n) Alabama Federal Reserve Member Bank, 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 the instrument, he or she, in his or her official capacity and with full authority, executed the same voluntarily for and as the act of said Federal Reserve Member Bank.

Given under my hand this the

My commission expires:

My Commission Expires May 8, 2023

(Official Seal)

Heather S. Swell
the undersigned authority
Notary Public



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EXHIBIT "A"
LEGAL DESCRIPTION

A parcel of land situated in the Southwest Quarter of the Southeast Quarter of Section 12, Township 22 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southwest corner of said quarter-quarter section and run south 87 degrees 09 minutes 11 seconds East along the South line of said quarter-quarter section for a distance of 3.30 feet to an iron pin set with a SSI cap at the point of beginning, said point also being on the southeasterly right of way line of a railroad; thence run North 36 degrees 59 minutes 32 seconds East along said railroad right of way line for a distance of 779.62 feet to an iron pin set with a SSI cap on the southwesterly right of way line of Leach-Cemetery Road, said point also being on a curve to the left having a central angle of 24 degrees 12 minutes 41 seconds, a radius of 230.00 feet and a chord bearing of South 40 degrees 02 minutes 07 seconds East and a chord distance of 96.47 feet; thence run in a southeasterly direction along the arc of said curve and also along said right of way line for a distance of 97.19 feet to an iron pin set with a SSI cap; thence run South 52 degrees 08 minutes 28 seconds East along said right of way line for a distance of 415.17 feet to an iron pin set with a SSI cap on a curve to the right having a central angle of 36 degrees 39 minutes 53 seconds; a radius of 271.80 feet and a chord bearing of South 33 degrees 48 minutes 32 seconds East and a chord distance of 170.98 feet; thence run in a southeasterly direction along the arc of said curve and also along said right of way line for a distance of 173.93 feet to an iron pin set with a SSI cap; thence run South 15 degrees 28 minutes 35 seconds East along said right of way line for a distance of 209.82 feet to an iron pin set with a SSI cap on the South line of said quarter-quarter section; thence run North 87 degrees 09 minutes 11 seconds West along said quarter-quarter section for a distance of 1011.31 feet to the point of beginning.

According to the survey of Surveying solutions, Inc. dated August 22, 2018.



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