

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

SEND TAX NOTICES TO:
JASON L. CARNER
KRISTIE T. CARNER
1324 LEGACY DR
BIRMINGHAM, AL 35242

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

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

MODIFICATION OF MORTGAGE



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THIS MODIFICATION OF MORTGAGE dated June 17, 2020, is made and executed between JASON L. CARNER and KRISTIE T. CARNER, whose address is 1324 LEGACY DR, 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 April 28, 2010 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED 05/07/10; INSTRUMENT #20100507000145080.

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 1324 LEGACY DR, BIRMINGHAM, AL 35242.

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

MATURITY DATE HAS BEEN EXTENDED TO 06/08/2030. CURRENT AMOUNT OF INDEBTEDNESS IS \$161,876.87.

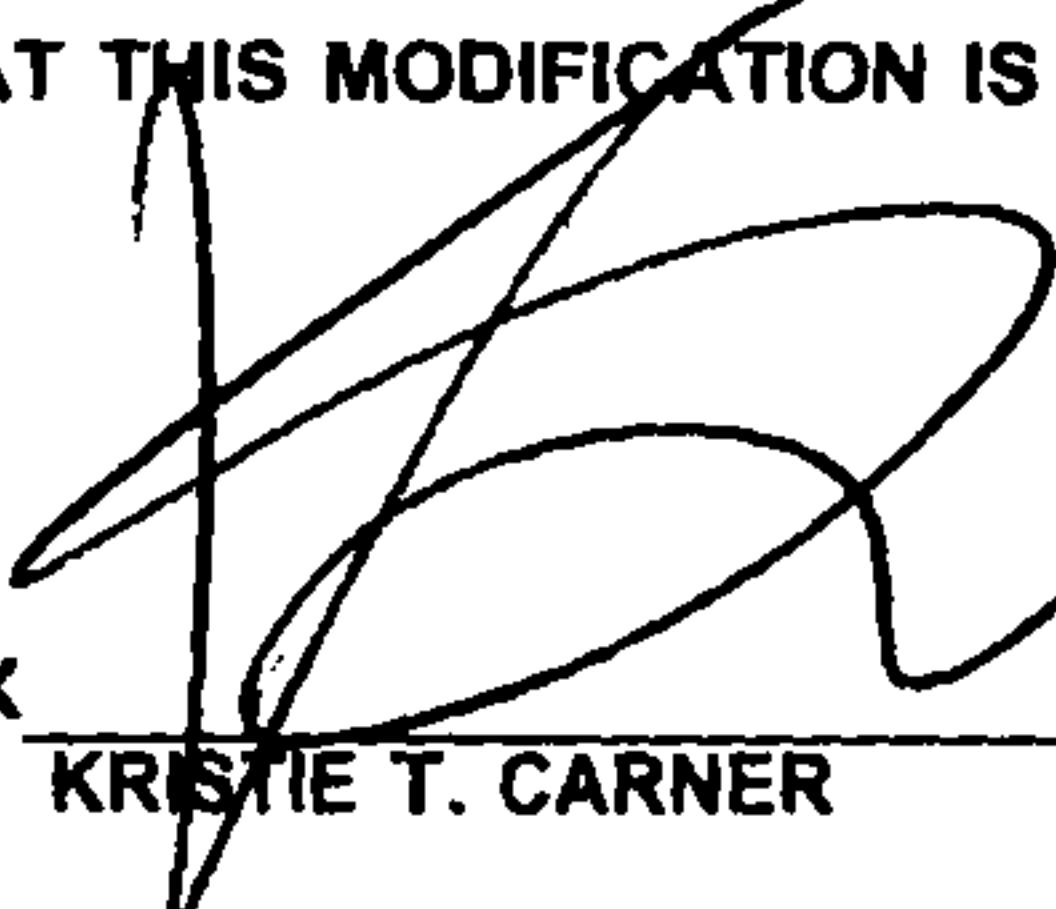
CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right 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 JUNE 17, 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)
JASON L. CARNER

X  (Seal)
KRISTIE T. CARNER

LENDER:

SERVISFIRST BANK
X  (Seal)
KILEY ELMORE, Vice President

This Modification of Mortgage prepared by:

Name: CASSANDRA CLIME
Address: 2500 WOODCREST PLACE
City, State, ZIP: BIRMINGHAM, AL 35209

MODIFICATION OF MORTGAGE
(Continued)

Loan No: 100138320

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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 JASON L. CARNER and KRISTIE T. CARNER, 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 29th day of June, 2020.

Notary Public

My commission expires 5/17/21

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 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 the same bears date.

Given under my hand and official seal this 29th day of June, 2020.

Notary Public

My commission expires 5/17/21

EXHIBIT "A"

Parcel I: Lot 516B, according to the Resurvey of Lots 7, 516A, 518 and Common Area "B", Greystone Legacy, 5th Sector, as recorded in Map Book 33, Page 56 & 155 and re-recorded in Map Book 35, Page 6, in the Office of the Judge of Probate of Shelby County, Alabama; being situated in Shelby County, Alabama.

Parcel II: A portion of Lot 7B, according to a Resurvey of Lots 7, 516A, 518 and Common Area "B", Greystone Legacy, 5th Sector, as recorded in Map Book 35, Page 6 in the Probate Office of Shelby County, Alabama, and being more particularly described as follows: Begin at the Southwest corner of Lot 516B, according to a Resurvey of Lots 7, 516A, 518 and "Common Area B", Greystone Legacy, 5th Sector, as recorded in Map Book 35, Page 6, in the Office of the Judge of Probate in Shelby County, Alabama; thence run Northwesterly at an angle to the right of 106 deg. 4 min. 15 sec. for a distance of 186.20 feet; thence turn an angle to the right of 69 deg. 4 min. 52 sec. for a distance of 148.97 feet; thence turn an angle to the right of 64 deg. 37 min. 31 sec. for a distance of 192.50 feet to the point of beginning in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

The above described property being more particularly described as follows:

Lot 516C, according to a Resurvey of Lots 7A, 7B & 516B Greystone Legacy, 5th Sector, as recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Map Book 37, Page 32.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
07/10/2020 09:14:05 AM
\$270.85 MISTI
20200710000286560

Allen S. Bayl