


**THIS INSTRUMENT PREPARED BY:**

Central State Bank  
3145 Pelham Parkway  
Pelham, AL 35124-0000

**AFTER RECORDING RETURN TO:**

Central State Bank  
PO Box 180  
Pelham, AL 35124-0000

  
20201015000470400 1/4 \$61.00  
Shelby Cnty Judge of Probate, AL  
10/15/2020 01:52:54 PM FILED/CERT

INCREASE OF \$20,000.00

(Space Above This Line For Recording Data)

NMLS COMPANY IDENTIFIER: 476528

NMLS ORIGINATOR IDENTIFIER: 500647

## **MODIFICATION AGREEMENT - MORTGAGE**

**THIS MODIFICATION AGREEMENT** ("Agreement") is made this 9th day of September, 2019, between RODNEY L SMITH, HUSBAND AND WIFE, whose address is 404 CHELSEA ROAD, COLUMBIANA, Alabama 35051, and VICTORIA SMITH, whose address is 404 CHELSEA RD, COLUMBIANA, Alabama 35051 ("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 September 9, 2019 and INSTRUMENT #20190927000353260, records of County of Shelby, State of Alabama ("Mortgage"). The Mortgage covers the following described real property:

Address: 404 CO RD 47, COLUMBIANA, Alabama 35051

Legal Description: See Legal Description

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:

- Loan increase to Two Hundred Sixty Thousand Dollars xx/100 (\$260,000.00) from Two Hundred Forty Thousand Dollars and xx/100 (\$240,000.00).

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.

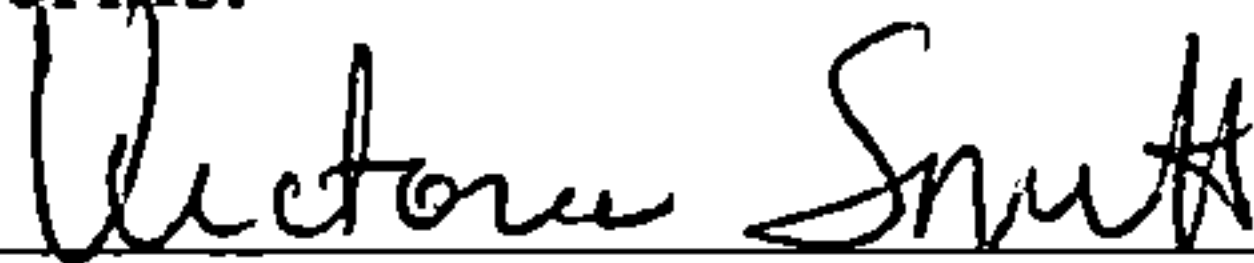


This Agreement shall be binding upon the heirs, successors, and assigns with respect to parties hereto. Whenever used, the singular shall include the plural, the plural, the singular, and the use of any gender shall be applicable to all genders.

**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.

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.

  
\_\_\_\_\_  
RODNEY L SMITH                      9-22-20                      Date

  
\_\_\_\_\_  
VICTORIA SMITH                      9-22-20                      Date

**INDIVIDUAL ACKNOWLEDGMENT**

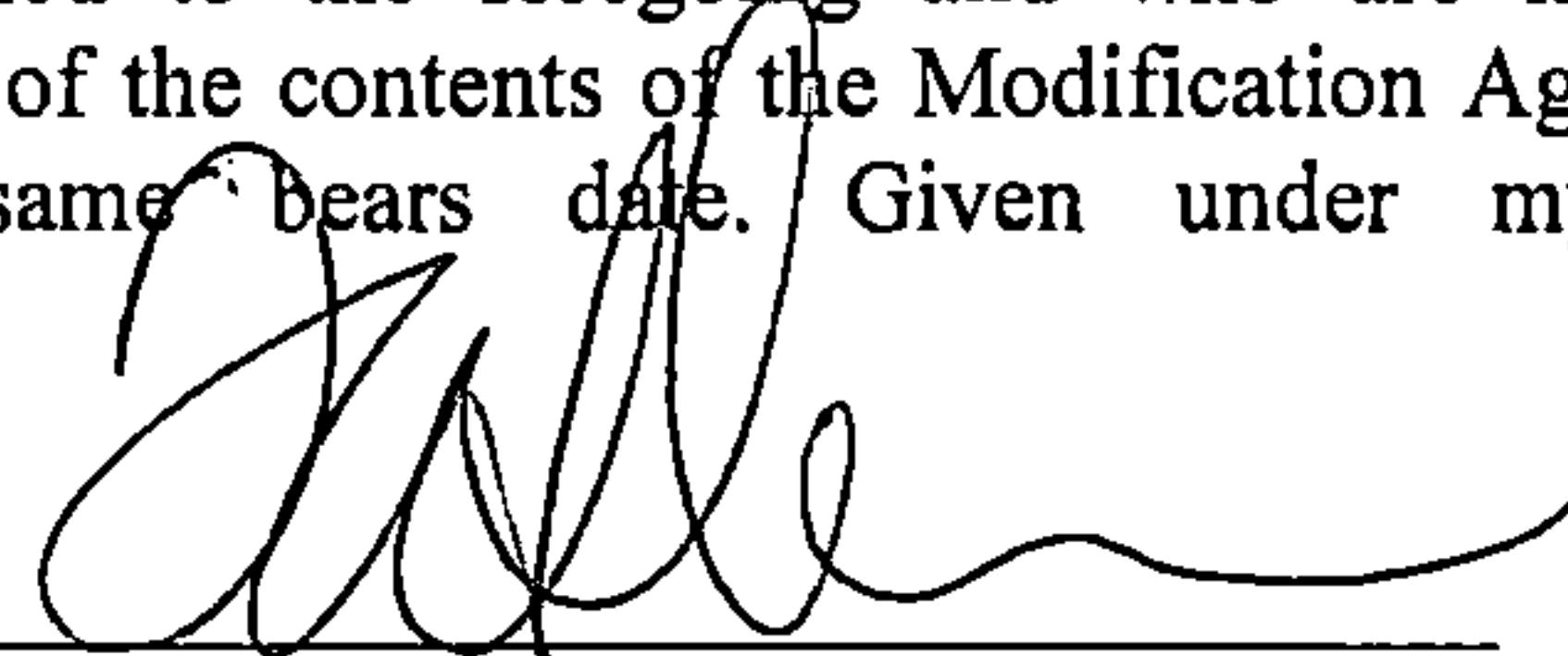
STATE OF ALABAMA )

COUNTY OF 

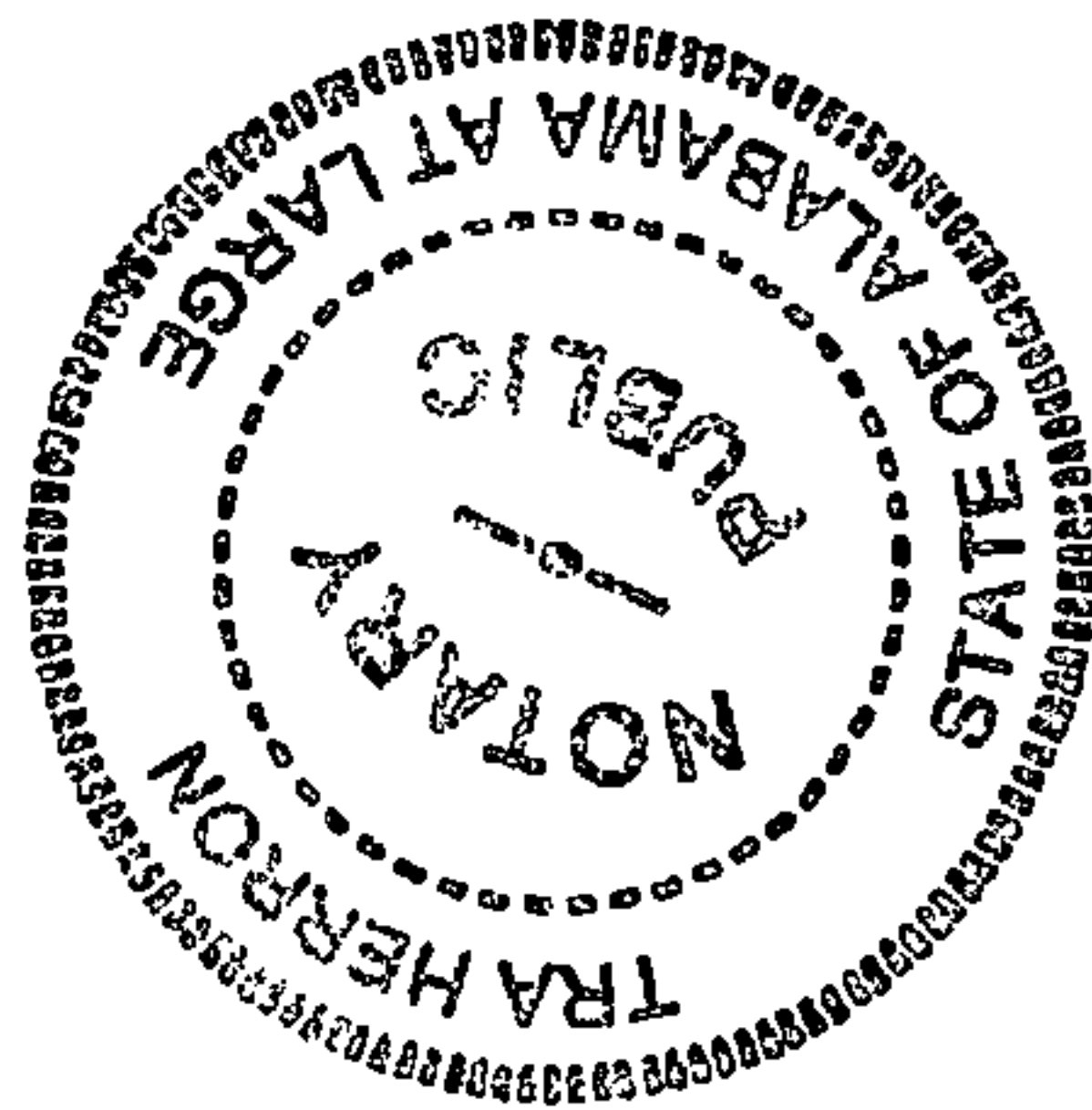
I, the undersigned authority, a Notary Public, do hereby certify that RODNEY L SMITH, HUSBAND AND WIFE, and VICTORIA SMITH, whose names are signed to the foregoing and who are known to me, acknowledged before me on this day that, being informed of the contents of the Modification Agreement, they executed the same, voluntarily, on the day the same bears date. Given under my hand this

My commission expires:

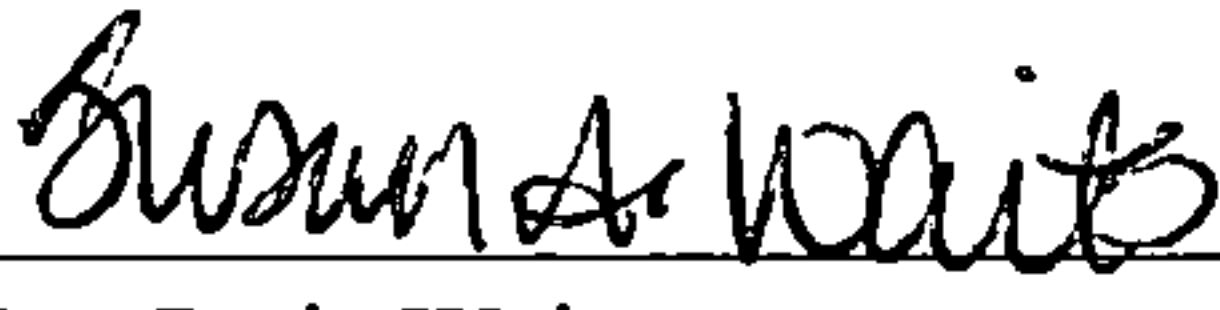
**My Commission Expires March 6, 2024**


  
\_\_\_\_\_  
the undersigned authority  
Notary Public  
Identification Number

(Official Seal)



**LENDER:** Central State Bank

  
\_\_\_\_\_  
By: Susie Waits                      9/22/2020                      Date  
Its: Loan Officer

  
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**BUSINESS ACKNOWLEDGMENT**

STATE OF ALABAMA )

COUNTY OF )

I, the undersigned authority, Notary Public in and for said County and in said State, hereby certify that Susie Waits, 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 22ND Day of SEPTEMBER 2020.

My commission expires:

**My Commission Expires July 24, 2022**

Cathy Johnson  
the undersigned authority  
Notary Public

(Official Seal)



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## EXHIBIT A

A part of the SE 1/4 of NE 1/4 of Section 23, Township 21, Range 1 West, being more particularly described as follows: Commencing at the NE corner of said SE 1/4 of NE 1/4 of Section 23, Township 21, Range 1 West; run thence south along the east line of said Section 378 feet to the J. E. Franks north property line; thence south 54 degrees 41 minutes west, (along said Frank's north line) 817.6 feet to the east right-of-way line of the Columbiana-Chelsea Highway; thence northwesterly along the east right-of-way line of said highway to the intersection of a drain ditch; run thence easterly along said ditch with its meanders to its intersection with a branch; thence run in a northerly direction along the meanders of said branch 420 feet, more or less, to the north line of the SE 1/4 of NE 1/4 of said Section 23, Township 21, Range 1 West; thence east along said north line 700 feet, more or less, to the point of beginning;

LESS AND EXCEPT parcel conveyed to Nancy Joiner and Wesley Stephen Joiner by deed recorded as Instrument # 20090514000182240 in the Probate Office of Shelby County, Alabama.



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