

20210120000029990 1/4 \$53.50
Shelby Cnty Judge of Probate, AL
01/20/2021 09:19:16 AM FILED/CERT

THIS INSTRUMENT PREPARED BY:

Central State Bank
11025 Highway 25
Calera, AL 35040-0000

AFTER RECORDING RETURN TO:

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

Increased by \$15,000.00

(Space Above This Line For Recording Data)

MODIFICATION AGREEMENT - MORTGAGE

THIS MODIFICATION AGREEMENT ("Agreement") is made this 19th day of May, 2020, between JAMES M CLAYTON, husband and wife, whose address is 5330 MEADOWLARK LANE, BIRMINGHAM, Alabama 35242, and S ELIZABETH CLAYTON, whose address is 5330 MEADOWLARK LN, BIRMINGHAM, Alabama 35242 ("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 19, 2020 and Instrument #20200616000245580, records of County of Shelby, State of Alabama ("Mortgage"). The Mortgage covers the following described real property:

Address: 5330 MEADOWLARK DR, BIRMINGHAM, Alabama 35242-0000

Legal Description: 1ST MORTGAGE DATED 5/19/2020 & MODIFIED 1/11/2021 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 from Seventy Thousand Dollars and xx/100 (\$70,000) to Eighty Five Thousand Dollars and xx/100 (\$85,000).

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.

 1-11-2021
JAMES M CLAYTON Date
Individually

 1-11-2021
S ELIZABETH CLAYTON Date
Individually

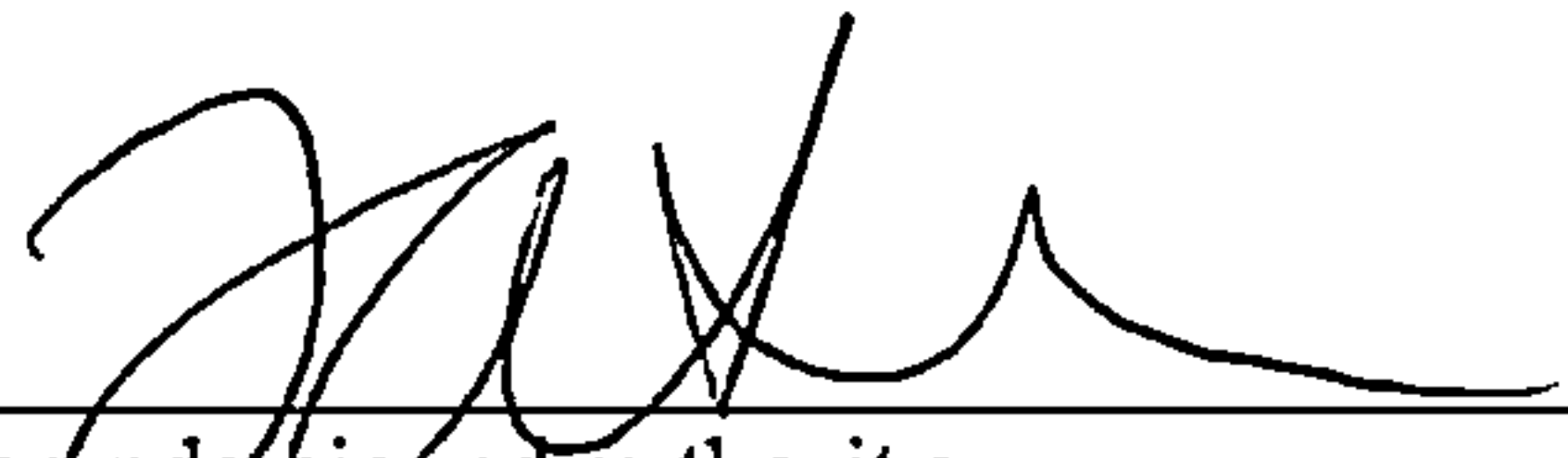
INDIVIDUAL ACKNOWLEDGMENT

STATE OF ALABAMA)
COUNTY OF Shelby)

I, the undersigned authority, a Notary Public, do hereby certify that JAMES M CLAYTON, husband and wife, and S ELIZABETH CLAYTON, 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

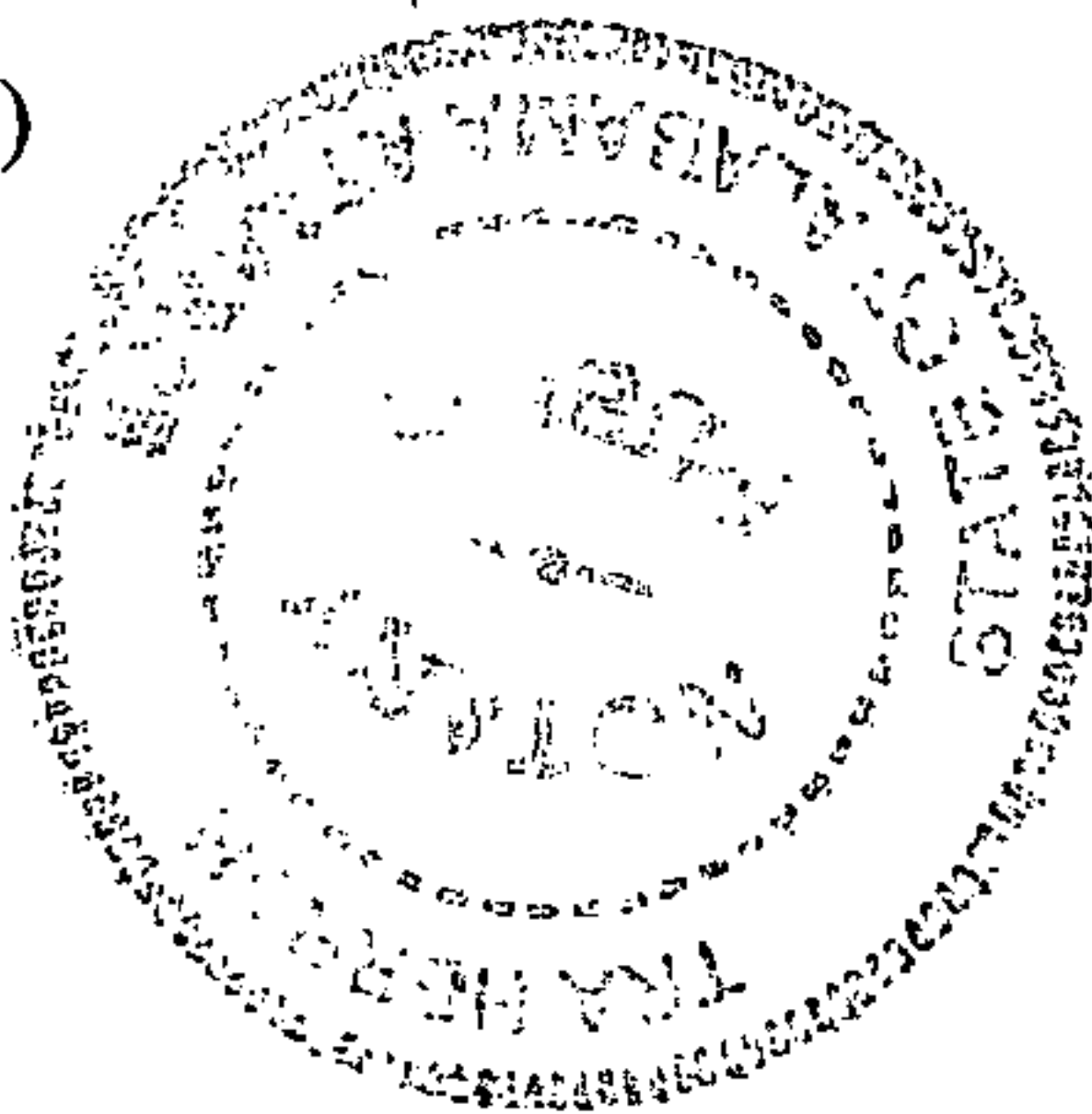
11th January 2021

My commission expires:

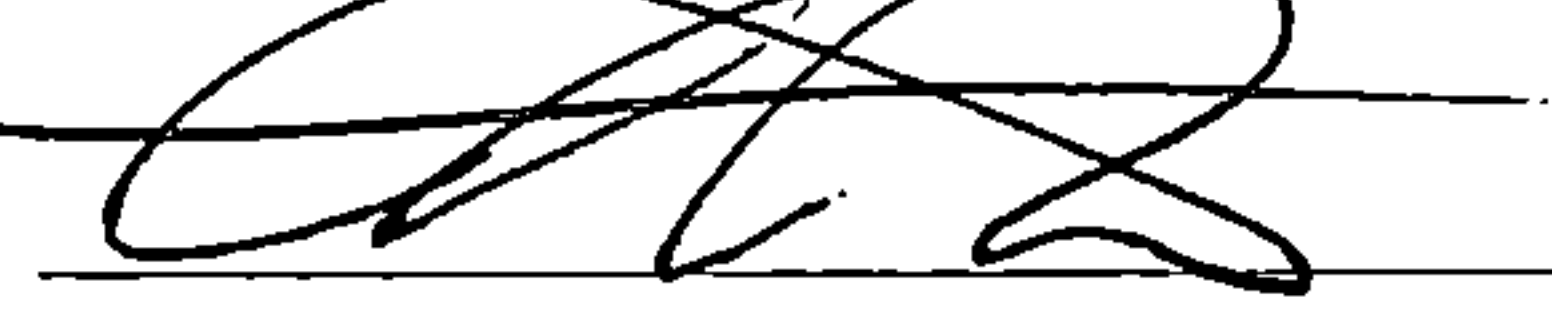

the undersigned authority
Notary Public
Identification Number


My Commission Expires March 6, 2024

(Official Seal)



LENDER: Central State Bank

 1/11/2021
By: Shane Schroeder Date
Its: President


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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 Shane Schroeder, President 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 11th January, 2021
My commission expires: My Commission Expires March 6, 2024
the undersigned authority
Notary Public




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EXHIBIT "A"

Legal Description:

A tract located in the Northeast quarter of Section 31, Township 18 South, Range 1 West, more particularly described as follows: Part of Tract 19, in the Northeast quarter of Section 31, Township 18 South, Range 1 West, as shown by survey made by J.R. McMillian County Surveyor, as shown by map dated August 18, 1945 and recorded in Map Book 3, Page 54, in the Probate Office of Shelby County, Alabama. Said part more particularly described as follows: Commence at the North East Corner of said Tract 19; thence run west along the North line of said Tract 19 for 180 feet to the point of beginning; thence continue west along said North line for 140 feet, thence 90 degrees left and run south for 165 feet to the south boundary of said Tract 19; thence east along the South Boundary of said tract for 140 feet; thence run North 165 feet to the Point of Beginning. Less and except the Northmost 30 feet for county road right of way.


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