

THIS INSTRUMENT PREPARED BY:

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



20210407000174400 1/4 \$82.00
Shelby Cnty Judge of Probate, AL
04/07/2021 11:35:46 AM FILED/CERT

AFTER RECORDING RETURN TO:

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

Increased by \$34,000

(Space Above This Line For Recording Data)

NMLS COMPANY IDENTIFIER: 476528
NMLS ORIGINATOR IDENTIFIER: 500643

MODIFICATION AGREEMENT - MORTGAGE

THIS MODIFICATION AGREEMENT ("Agreement") is made this 8th day of February, 2021, between EDWIN GRIER, husband and wife, whose address is 25584 HWY 25, WILSONVILLE, Alabama 35186, and JANA GRIER, whose address is 25584 HIGHWAY 25, WILSONVILLE, Alabama 35186 ("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 December 10, 2015 and Instrument # 20151218000432820, records of County of Shelby, State of Alabama ("Mortgage"). The Mortgage covers the following described real property:

Address: 25584 HWY 25, WILSONVILLE, Alabama 35186-0000

Legal Description: MORTGAGE DATED 12/10/15 & MODIFIED 2/8/2021 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 Five Thousand Dollars (\$75,000.00) to One Hundred Nine Thousand Dollars and xx/100 (\$109,000.00).

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.

ADDITIONAL PROVISIONS. MORTGAGE DATED 12/10/15 & MODIFIED 2/8/2021 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.

Edwin Grier 2/8/21
EDWIN GRIER Date

Jana Grier 2/8/21
JANA GRIER Date

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ALABAMA)
COUNTY OF Shelby)

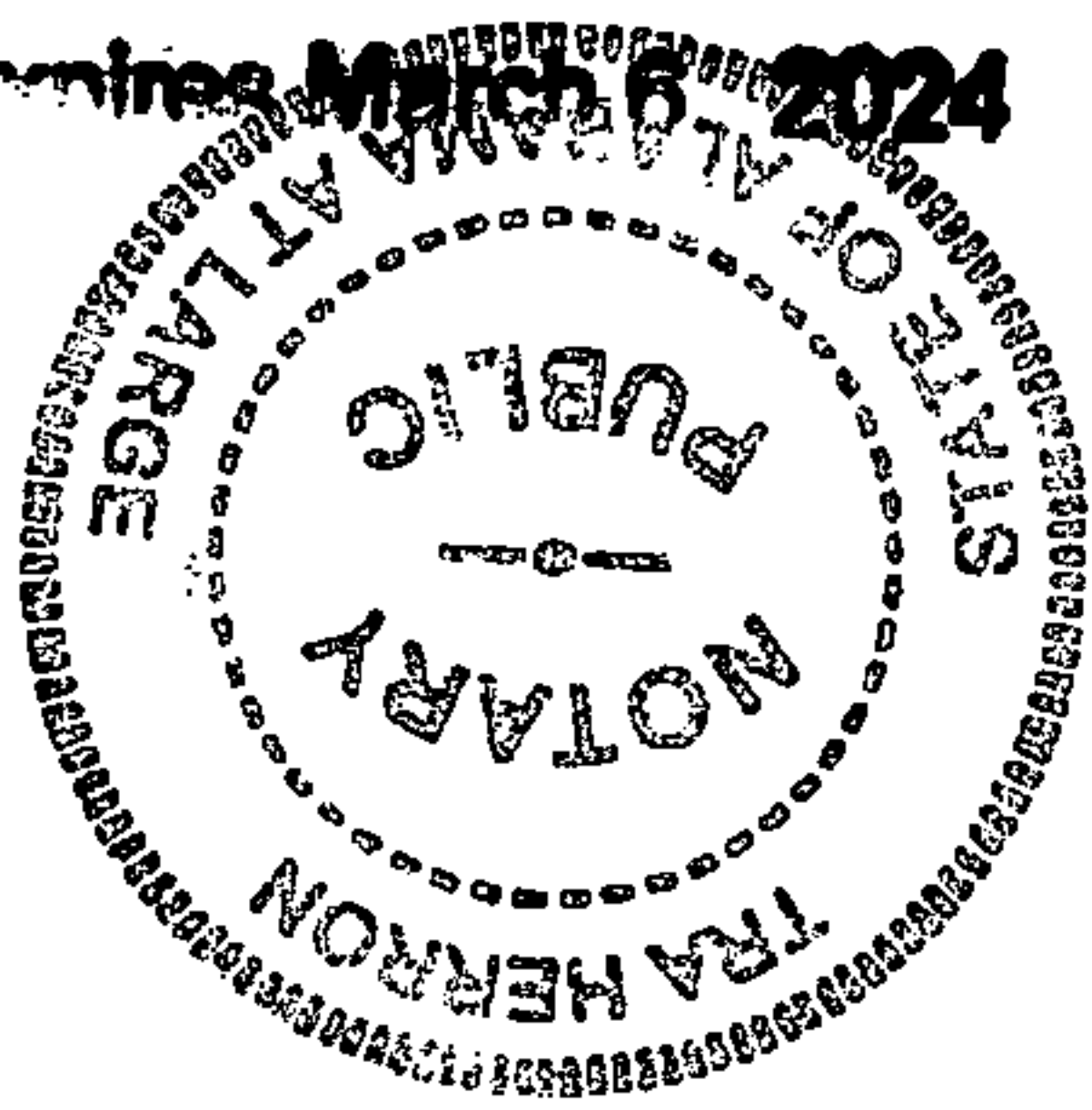
I, the undersigned authority, a Notary Public, do hereby certify that EDWIN GRIER, husband and wife, and JANA GRIER, whose names are signed to the foregoing and who are known to me, acknowledged before me on this day that, being informed of the contents of the Modification Agreement, they executed the same, voluntarily, on the day the same bears date. Given under my hand this 8th, February 2021

My commission expires:

[Signature]
the undersigned authority
Notary Public
Identification Number

My Commission Expires March 6 2024

(Official Seal)



LENDER: Central State Bank

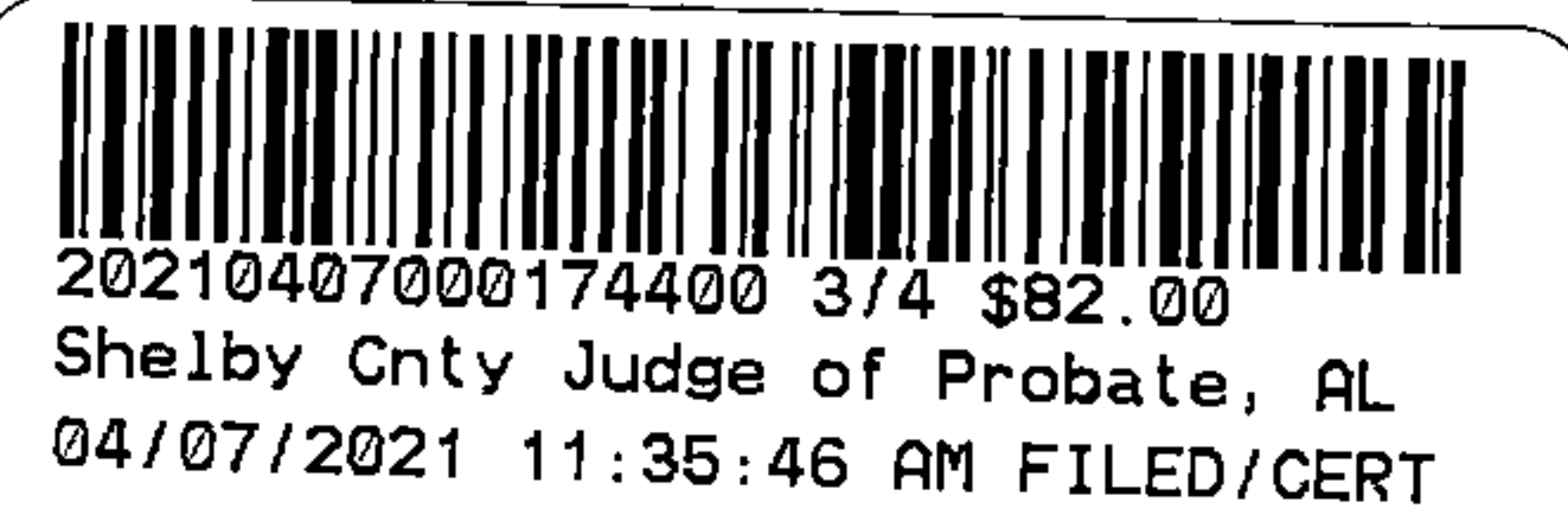
[Signature] 4.5.21
By: Mitt Schroeder Date
Its: CEO



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BUSINESS ACKNOWLEDGMENT



STATE OF ALABAMA)
COUNTY OF Shelby)

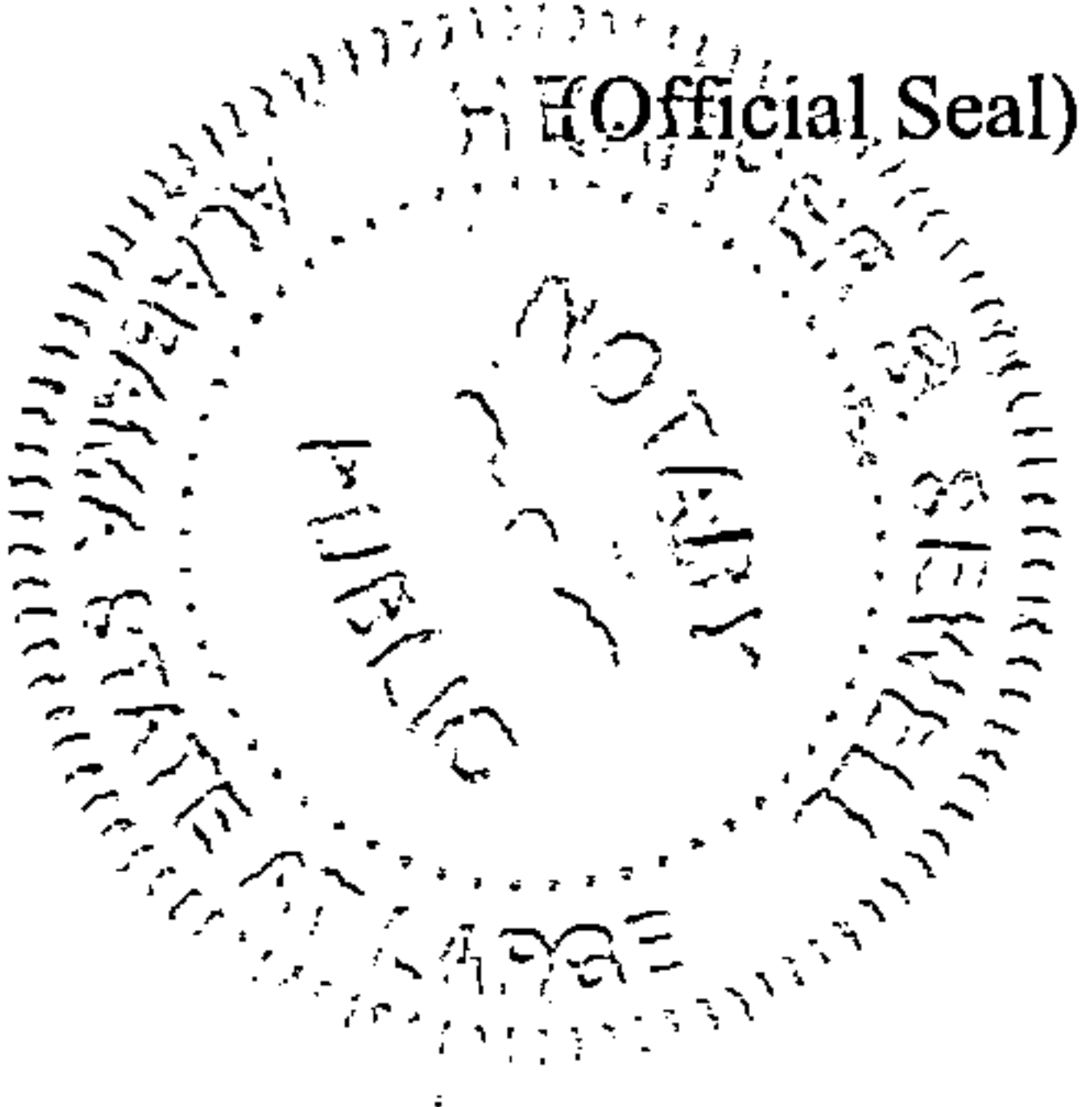
I, the undersigned authority, Notary Public in and for said County and in said State, hereby certify that Mitt Schroeder, CEO of Central State Bank, a(n) Alabama Federal Reserve Member Bank, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, 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

Hector S. Sewell
the undersigned authority
Notary Public





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Shelby Cnty Judge of Probate, AL
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EXHIBIT "A" LEGAL DESCRIPTION

Commence at the SW corner of the NW 1/4 of the NW 1/4 of Section 8, Township 21 South, Range 1 East; thence run Northerly along the West line thereof for 181.50 feet; thence 86 degrees 50 minutes right run Easterly 163.0 feet; thence 34 degrees 40 minutes right run 133.00 feet; thence 9 degrees 45 minutes right run 392.39 feet; thence 46 degrees 39 minutes 06 seconds left for 37.74 feet to the Point of Beginning; said point being on northerly R/W of Southern Railway Railroad and a curve concaved Southeasterly (having a radius of 2854.97 feet and a central angle of 14 degrees 02 minutes 53 seconds); thence run Easterly along said R/W for 699.09 feet; thence 72 degrees 55 minutes 17 seconds right from chord of said curve for 416.19 feet; thence 17 degrees 40 minutes 53 seconds left for 24.49 feet to Point of Beginning; thence 77 degrees 06 minutes 33 seconds left for 618.92 feet; thence 89 degrees 05 minutes 37 seconds right for 310.0 feet to the southerly R/W of Alabama State Highway #25; thence 94 degrees 16 minutes 35 seconds left run Westerly along said R/W for 138.84 feet; thence 88 degrees 02 minutes 54 seconds left run Southerly 882.67 feet to the Point of Beginning.

Also, a 15-foot easement for ingress and egress the centerline of which is described as follows: Commence at the SW corner of the NW 1/4 of the NW 1/4 of Section 8, Township 21 South, Range 1 East; thence run Northerly along the West line thereof for 181.50; thence 86 degrees 50 minutes right for 163.0 feet; thence 34 degrees 40 minutes right for 133.0 feet; thence 9 degrees 45 minutes left for 392.39 feet; thence 46 degrees 39 minutes 06 seconds left for 37.74 feet; thence 72 degrees 54 minutes 05 seconds left for 882.67 feet to the southerly R/W of Alabama State Highway #25; thence 88 degrees 02 minutes 54 seconds right run along said R/W for 138.84 feet to the Point of Beginning; thence 94 degrees 16 minutes 35 seconds right for 56.47 feet; thence 90 degrees 00 minutes right for 15.0 feet; thence 90 degrees 00 minutes right for 55.23 feet to the southerly R/W of said Highway #25; thence 85 degrees 43 minutes 25 seconds right for 15.1 feet to the Point of beginning.

According to the survey of Thomas Simmons, dated October 13, 2000.