



20210824000412900 1/4 \$65.50
Shelby Cnty Judge of Probate, AL
08/24/2021 02:47:44 PM 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 \$23,000

(Space Above This Line For Recording Data)

MODIFICATION AGREEMENT - MORTGAGE

THIS MODIFICATION AGREEMENT ("Agreement") is made this 23rd day of July, 2021, between ROSE OFFICE SYSTEMS INC, an Alabama Corporation, whose address is PO BOX 608, SAGINAW, Alabama 35137 ("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 August 3, 2017 and Instrument # 20170926000349310, records of County of Shelby, State of Alabama ("Mortgage"). The Mortgage covers the following described real property:

Address: 1265 HWY 87, CALERA, Alabama 35040-0000

Legal Description: 1ST MORTGAGE DATED 8/3/17 & MODIFIED 7/23/2021 COMMERCIAL REAL ESTATE SHELBY CO, AL & ASSIGNMENT OF RENTS & LEASES DATED 8/3/17

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:

- 1ST MORTGAGTE DATED 8/3/17 & MODIFIED 7/23/21 COMMERCIAL REAL ESTATE SHELBY CO, AL
INCREASE LOAN FROM FOUR HUNDRED TWENTY-SEVEN THOUSAND AND XX/00 (\$427,000.00) TO FOUR HUNDRED FIFTY THOUSAND AND XX/100 (\$450,000.00).

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.





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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.

ROSE OFFICE SYSTEMS INC

By: GARRY L CAIN
Its: President

Date

7/23/21

By: BARBARA CAIN
Its: Secretary

Date

Barbara Cain 7/23/21

BUSINESS ACKNOWLEDGMENT

STATE OF ALABAMA)

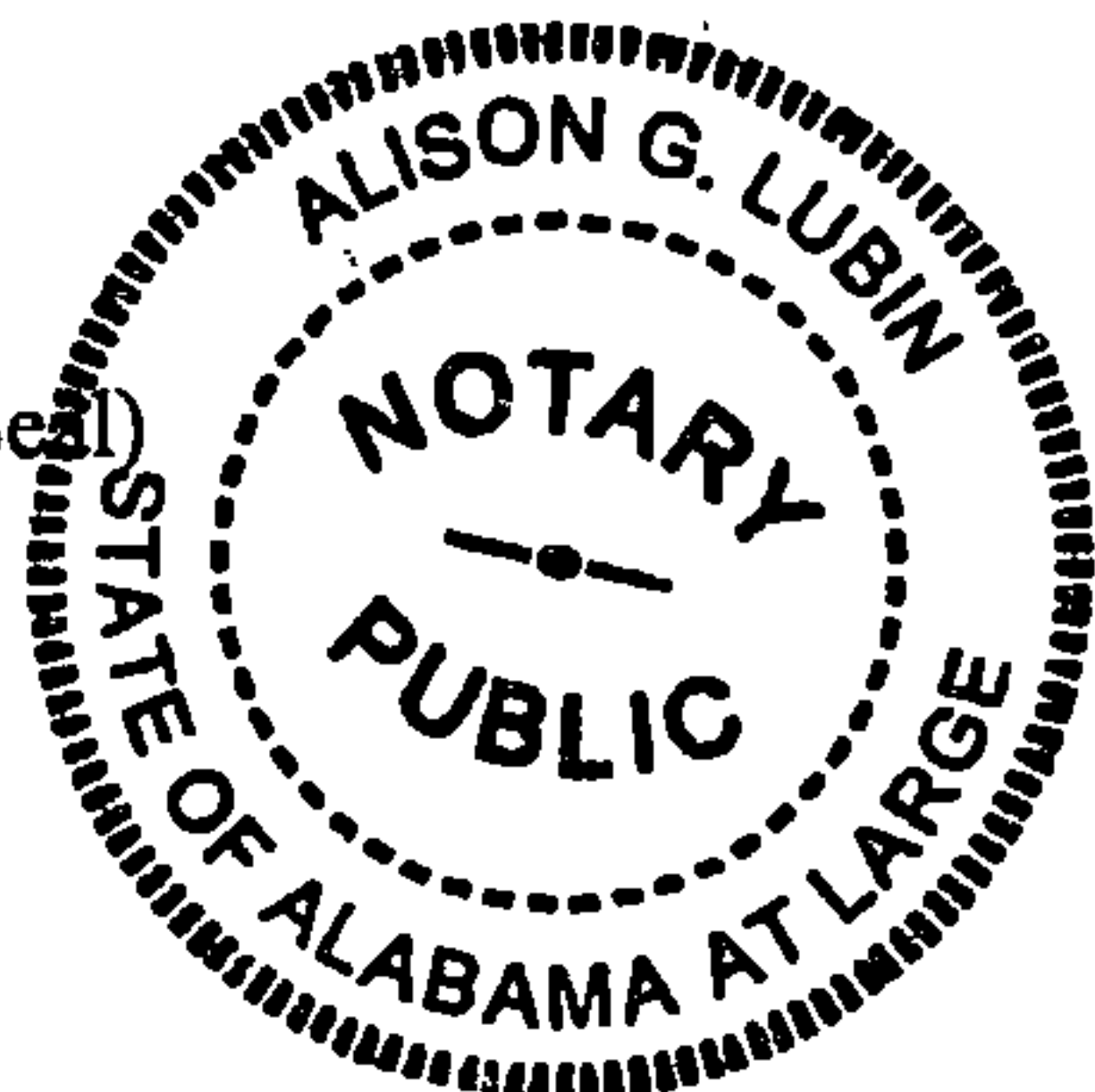
COUNTY OF Shelby)

I, the undersigned authority, Notary Public in and for said County and in said State, hereby certify that GARRY L CAIN, President and BARBARA CAIN, Secretary on behalf of ROSE OFFICE SYSTEMS INC, an Alabama Corporation, 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 the instrument, they, in their official capacities and with full authority, executed the same voluntarily for and as the act of said Corporation.

Given under my hand this the 7/23/21

My commission expires:

(Official Seal)



Alison G. Lubin
the undersigned authority
Notary Public
Identification Number

My Commission Expires August 18, 2021

LENDER: Central State Bank

Susie A. Waits 7/23/2021

By: Susie Waits
Its: Referral Officer

Date



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BUSINESS ACKNOWLEDGMENT

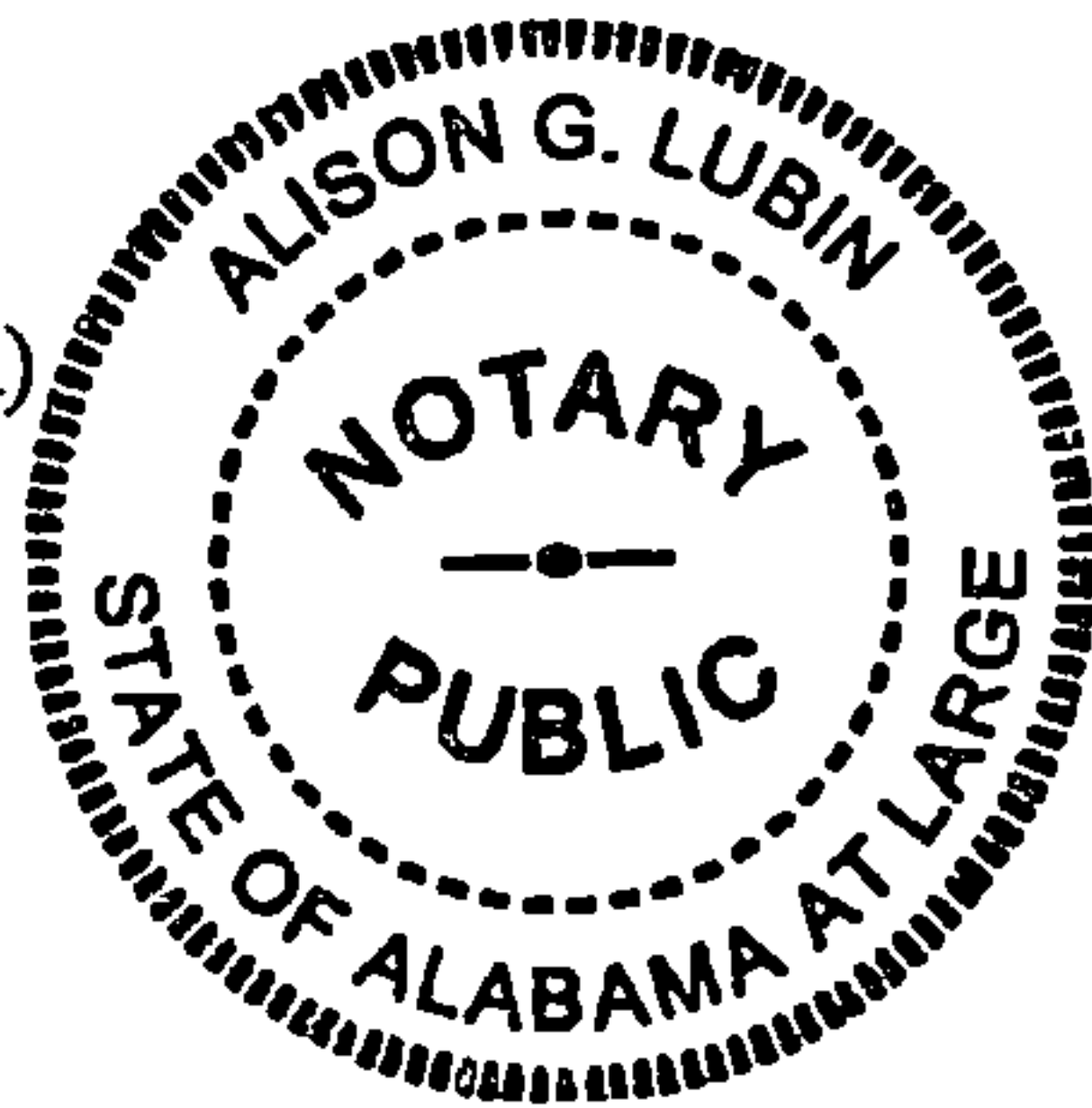
STATE OF ALABAMA)
COUNTY OF Shelby)

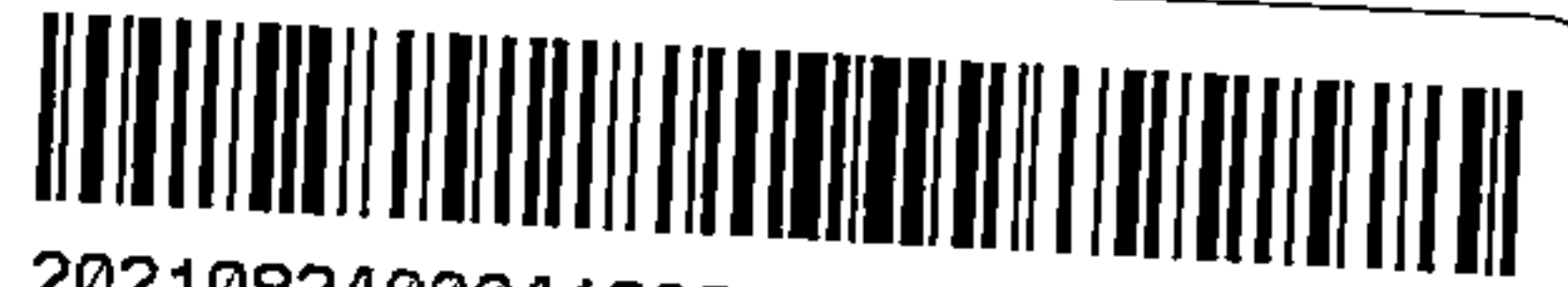
I, the undersigned authority, Notary Public in and for said County and in said State, hereby certify that Susie Waits, Referral Officer of Central State Bank, a(n) Alabama Federal Reserve Member Bank, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this 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 August 18, 2021
~~My Commission Expires August 18, 2021~~ 7/23/21
My commission expires:

Alison G. Lubin
the undersigned authority
Notary Public

(Official Seal)





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A parcel of land situated in the Southeast 1/4 of the Northeast 1/4 of Section 30, Township 21 South, Range 2 West, Shelby County, Alabama, and being more particularly described as follows:

Commence at the Northeast corner of the above said 1/4 -1/4; thence North 86 degrees 34 minutes 07 seconds West, a distance of 42.42 feet to the point of beginning; thence continue along the last described course, a distance of 249.28 feet; thence South 16 degrees 43 minutes 49 seconds East, a distance of 1114.25 feet; thence North 16 degrees 21 minutes 21 seconds West, a distance of 126.61 feet to the beginning of a curve to the right, having a radius of 880.00 feet, a central angle of 16 degrees 20 minutes 05 seconds and subtended by a chord which bears North 08 degrees 11 minutes 19 seconds West and a chord distance of 252.88 feet; thence along the arc of said curve, a distance of 253.73 feet; thence North 00 degrees 01 minutes 16 seconds West, a distance of 680.38 feet to the point of beginning.