

20220228000082720  
02/28/2022 08:11:46 AM  
MORTAMEN 1/4

**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 \$55,000*

(Space Above This Line For Recording Data)

NMLS COMPANY IDENTIFIER: 476528  
NMLS ORIGINATOR IDENTIFIER: 709949

## **MODIFICATION AGREEMENT - MORTGAGE**

**THIS MODIFICATION AGREEMENT** ("Agreement") is made this 14th day of January, 2022, between PAUL AVERY BENTON, a married man, whose address is 315 POLO COURT, CHELSEA, Alabama 35043 ("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 April 9, 2021 and INSTRUMENT # 20210422000201010, records of County of Shelby, State of Alabama ("Mortgage"). The Mortgage covers the following described real property:

Address: 124 Chelsea Highlands Pkwy, Chelsea, Alabama 35051

Legal Description: 1st mortgage dated April 9, 2021 and modified January 14, 2022 Residential Real Estate Shelby County 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 MORTGAGE FROM FOUR HUNDRED EIGHTY THOUSAND AND NO/100 DOLLARS (\$480,000.00) TO FIVE HUNDRED THIRTY FIVE THOUSAND AND NO/100 DOLLARS (\$535,000.00).

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.

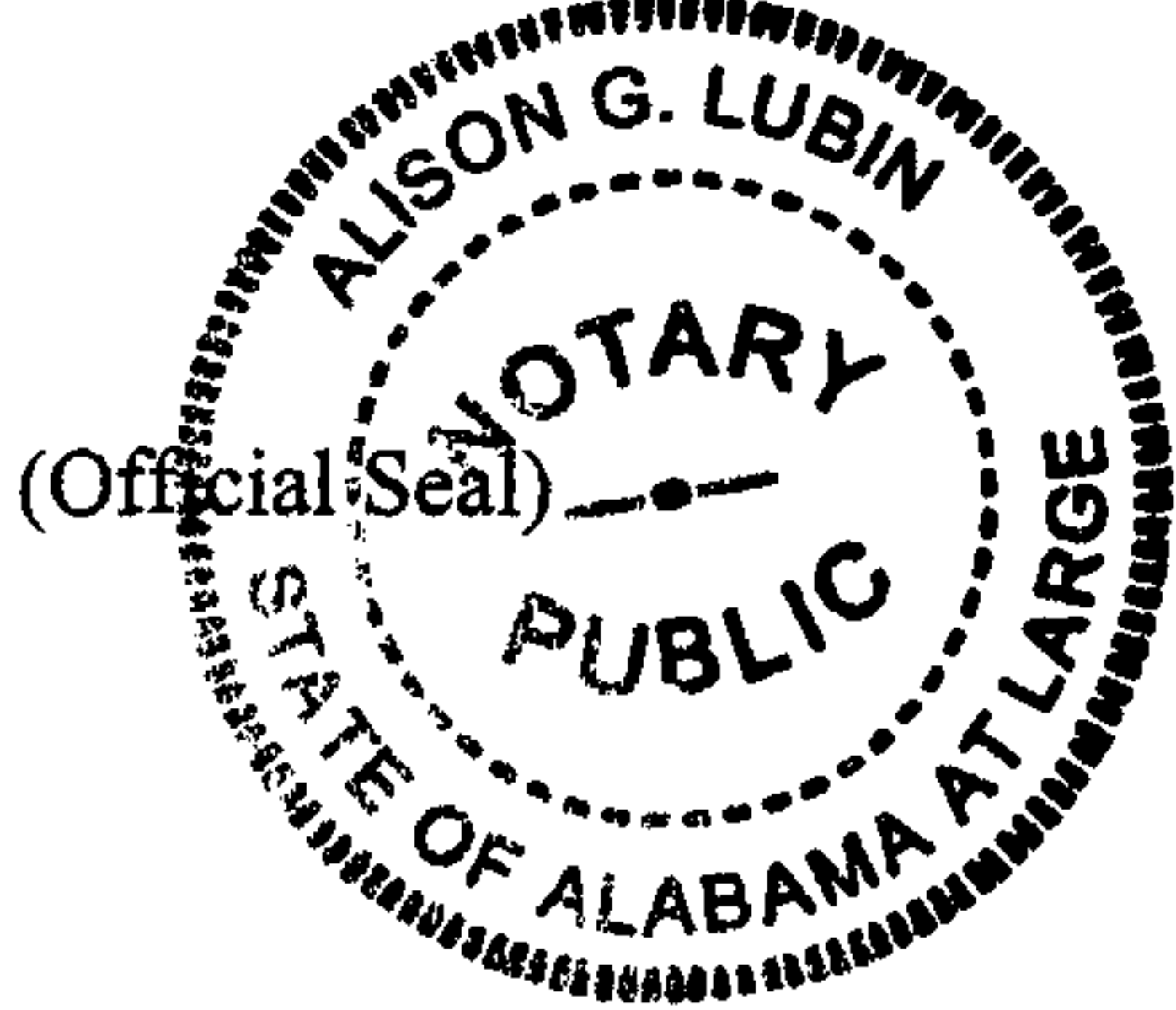
 1-14-22  
PAUL AVERY BENTON Date

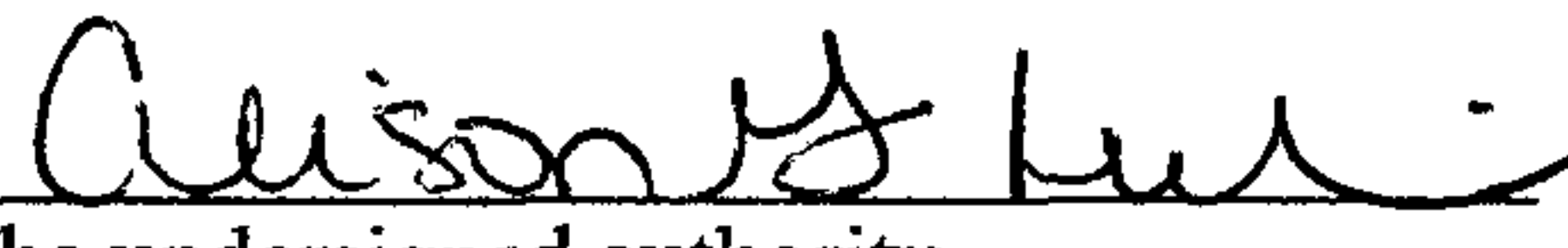
### INDIVIDUAL ACKNOWLEDGMENT

STATE OF ALABAMA )  
COUNTY OF Shelby )

I, the undersigned authority, a Notary Public, do hereby certify that PAUL AVERY BENTON, a married man, whose name is signed to the foregoing and who is known to me, acknowledged before me on this day that, being informed of the contents of the Security Instrument, he/she executed the same, voluntarily, on the day the same bears date. Given under my hand this 1-14-2022.


My commission expires:



  
the undersigned authority  
Notary Public  
Identification Number

MY COMMISSION EXPIRES AUGUST 18, 2025

**LENDER:** Central State Bank

 1-14-22  
By: David Comer Date  
Its: Chief Lending Officer

**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 David Comer, Chief Lending 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

My commission expires:

**My Commission Expires May 8, 2023**

(Official Seal)

Hector S. Swain  
the undersigned authority  
Notary Public

**LEGAL DESCRIPTION**

Lot 5, according to the survey of Chelsea Highlands, as recorded in Map Book 48, Page 23, in the Probate Office of Shelby County, Alabama.



**Filed and Recorded**  
**Official Public Records**  
**Judge of Probate, Shelby County Alabama, County**  
**Clerk**  
**Shelby County, AL**  
**02/28/2022 08:11:46 AM**  
**\$113.50 BRITTANI**  
**20220228000082720**

*Allen S. Bayl*