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06/09/2022 12:08:43 PM
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

(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 19th day of May, 2022, between **TERRENCE M PHILLIPS and SHARON L PHILLIPS aka SHAREN L PHILLIPS, Husband and Wife**, whose address is 4460 WHITE ACRES ROAD, MONTGOMERY, Alabama 36106 ("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 17, 2021 and in Instrument No. 20210604000274820, records of County of Shelby, State of Alabama ("Mortgage"). The Mortgage covers the following described real property:

Address: 524 Hwy 86, Calera, Alabama 35040

Legal Description: 1st Mortgage Dated May 17, 2021 and Modified May 19, 2022 Residential Real Estate Shelby County Alabama

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 TWO HUNDRED FIFTY ONE THOUSAND AND NO/100 DOLLARS (\$251,000.00) TO TWO HUNDRED EIGHTY SEVEN THOUSAND AND NO/100 DOLLARS (\$287,000.00).

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.

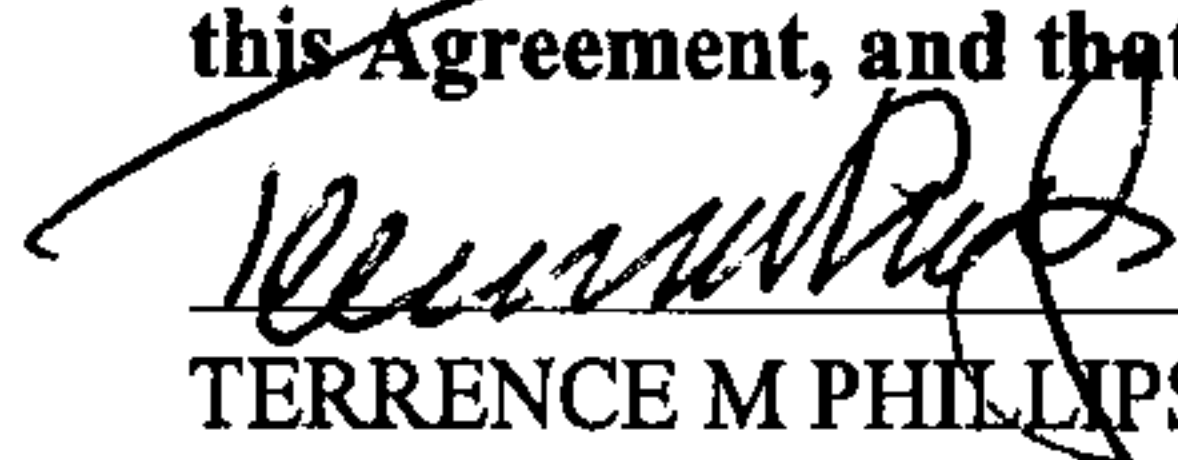
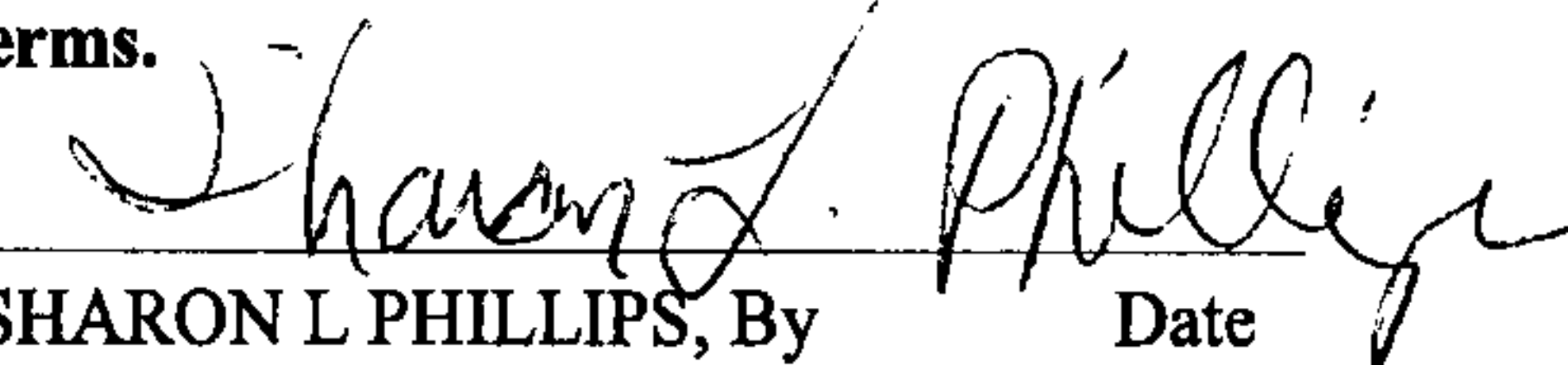
If any Mortgagor who signed the original Mortgage does not sign this Agreement, then all Mortgagors signing below acknowledge that this Agreement is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Agreement or otherwise 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.

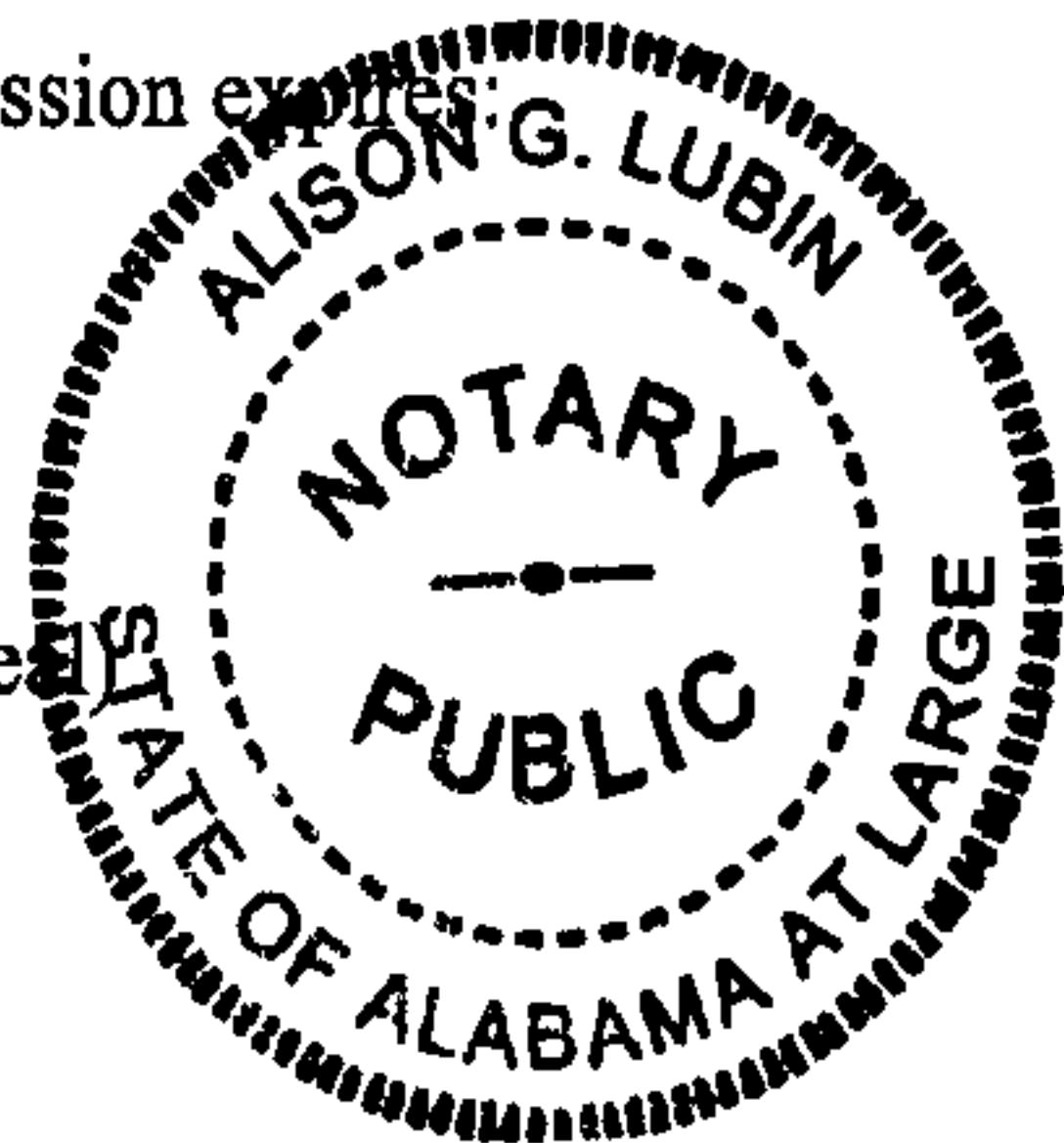
	<u>May 20, 2022</u>		<u>May 19, 2022</u>
TERRENCE M PHILLIPS	Date	SHARON L PHILLIPS, By	Date
		SHARON L PHILLIPS	

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ALABAMA)
)
 COUNTY OF SHELBY)

I, the undersigned authority, a Notary Public, do hereby certify that TERRENCE M PHILLIPS and SHARON L PHILLIPS, Husband and Wife, 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 19th day of May, 2022.

My commission expires:




(Official Seal)



the undersigned authority
Notary Public
Identification Number

MY COMMISSION EXPIRES AUGUST 18, 2025

LENDER: Central State Bank

 5/19/22

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 19th day of May, 2022.

My commission expires:

My Commission Expires May 8, 2023

(Official Seal)

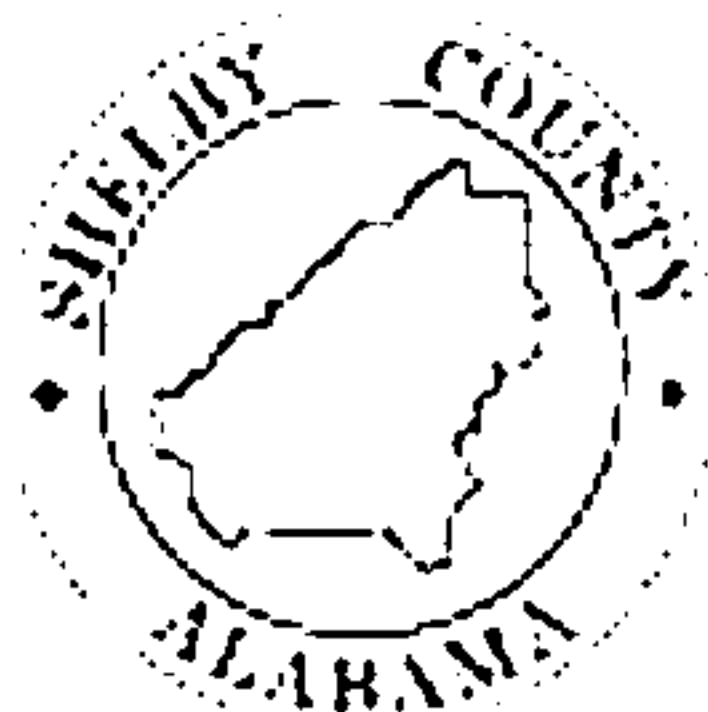


Heath S. Lewis
the undersigned authority
Notary Public

LEGAL DESCRIPTION

Situated in the SW¼ of Section 13 and the NW¼ of Fractional Section 24, all in Township 22 South, Range 2 West, Shelby County, Alabama and being more particularly described as follows:

BEGIN at the SW Corner of above said Section 13, said point being the POINT OF BEGINNING; thence N00°55'30"E for a distance of 256.65 feet to the Southeasterly R.O.W. line of Shelby County Highway 306, 80 feet R.O.W.; thence N52° 21'19"E and along said R.O.W. line for a distance of 195.66 feet to a curve to the left, having a radius of 1040.00 feet, and subtended by a chord bearing N51°09'47"E, and a chord distance of 43.27 feet; thence along the arc of said curve and along said R.O.W. line for a distance of 43.28 feet; thence N49°58'16"E and along said R.O.W. line for a distance of 40.21 feet to the Southerly R.O.W. line of Shelby County Highway 86, 80 feet R.O.W. and a curve to the left, having a radius of 540.00, and subtended by a chord bearing S86°20'38"E, and a chord distance of 331.21 feet; thence along the arc of said curve and along said R.O.W. line for a distance of 336.64 feet to a reverse curve to the right, having a radius of 1140.00, and subtended by a chord bearing N72°25'28"E, and a chord distance of 220.04 feet; thence along the arc of said curve and along said R.O.W. line for a distance of 220.39 feet; thence N66°53'10"E and along said R.O.W. line for a distance of 132.42 feet to a curve to the right, having a radius of 1410.00 feet, and subtended by a chord bearing N75°40'25"E, and a chord distance of 430.81 feet; thence along the arc of said curve and along said R.O.W. line for a distance of 432.50 feet, thence N84°27'40"E and along said R.O.W. line for a distance of 55.32 feet; thence S02°59'36"W and leaving said R.O.W. line for a distance of 725.56 feet; thence S00°40'47"W for a distance of 356.76 feet; thence S00°S8' 33"E for a distance of 618.52 feet; thence N89°33'21"W for a distance of 717.38 feet; thence N00°18'22"E for a distance of 922.18 feet; thence N89°33'21"W for a distance of 614.07 feet; thence N00°01'55"W for a distance of 128.87 feet to the POINT OF BEGINNING. LESS AND EXCEPT any R.O.W. of Heart of Dixie Railroad



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
06/09/2022 12:08:43 PM
\$86.00 JOANN
20220609000231010

Allie S. Bayl