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06/22/2022 02:53:40 PM
MORTAMEN 1/4

THIS INSTRUMENT PREPARED BY:

Central State Bank
3145 Pelham Parkway
Pelham, AL 35124-0000

AFTER RECORDING RETURN TO:

Central State Bank
PO Box 180
Calera, AL 35124-0000

(Space Above This Line For Recording Data)

NMLS COMPANY IDENTIFIER: 476528
NMLS ORIGINATOR IDENTIFIER: 486780

MODIFICATION AGREEMENT - MORTGAGE

THIS MODIFICATION AGREEMENT ("Agreement") is made this 3rd day of June, 2022, between JACK N SPINKS and IRENE K SPINKS, Husband and Wife, whose address is P O BOX 555, MONTEVALLO, Alabama 35115 ("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 March 10, 2022 and Instrument No. 20220311000101420, records of County of Shelby, State of Alabama ("Mortgage"). The Mortgage covers the following described real property:

Address: Lot 1053 of Mallard Landing, Phase 2, Alabaster, Alabama 35007-0000

Legal Description: 1st Mortgage Dated March 10, 2022 and Modified June 3, 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 by Thirty Five Thousand and 00/100 Dollars (\$35,000.00): Specifically, Increase from Three Hundred Thousand and 00/100 Dollars (\$300,000.00) to Three Hundred Thirty Five Thousand and 00/100 Dollars (\$335,000.00).

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.

JACK N SPINKS

Date

6-3-22

IRENE K SPINKS

Date

6-3-22

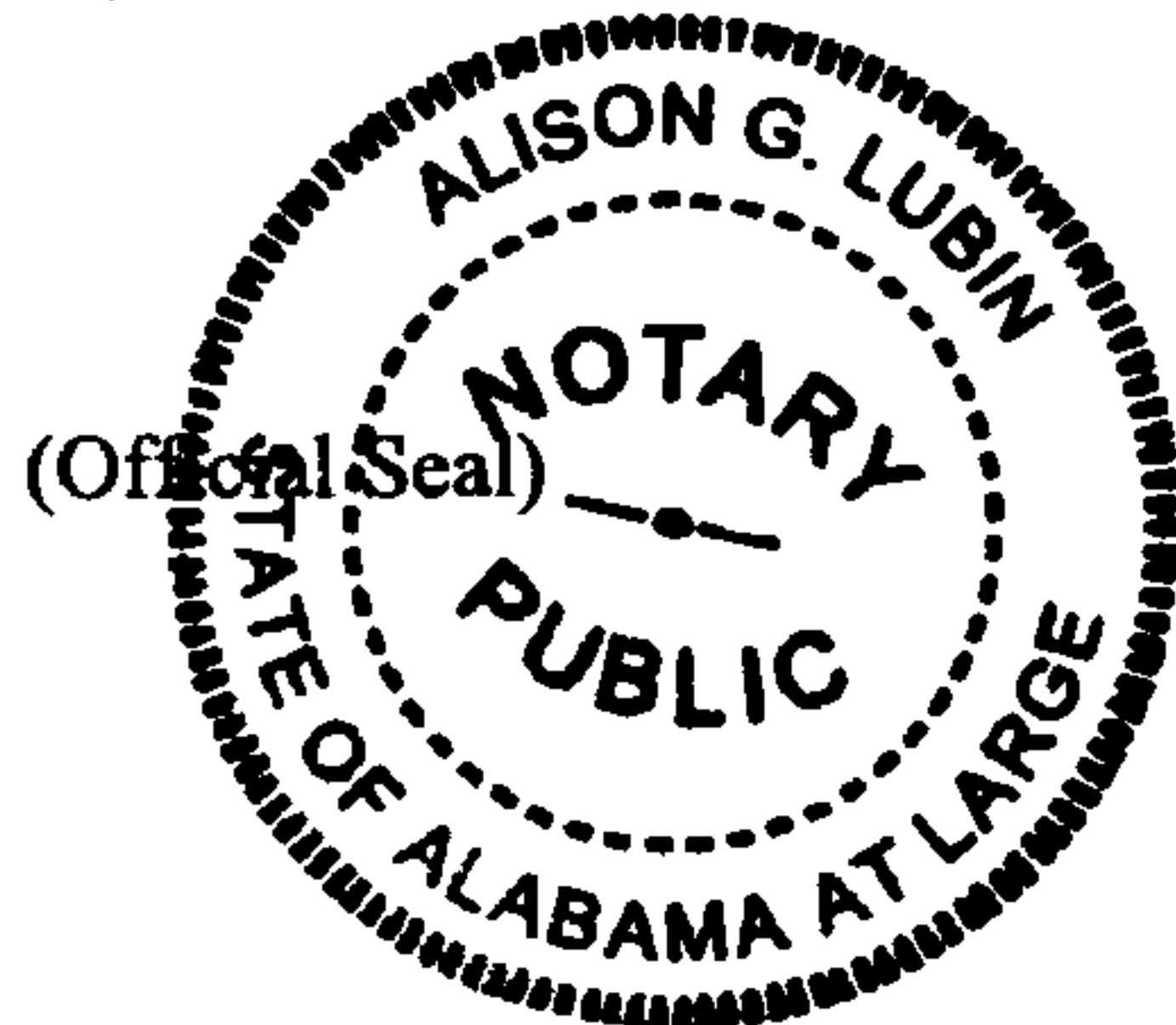
INDIVIDUAL ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, the undersigned authority, a Notary Public, do hereby certify that JACK N SPINKS and IRENE K SPINKS, 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 3rd day of June, 2022.

My commission expires:



Alison Lubin
the undersigned authority
Notary Public
Identification Number

MY COMMISSION EXPIRES AUGUST 18, 2025

LENDER: Central State Bank

Bryan Morrow

6-3-22

By: Bryan Morrow

Date

Its: Loan 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 Bryan Morrow, Loan 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 3rd day of June, 2022.

My commission expires:

My Commission Expires May 8, 2023


the undersigned authority
Notary Public

(Official Seal)

The Land referred to herein below is situated in the County of Shelby, State of Alabama and is described as follows:

Lot 1053 of Mallard Landing, Phase 2, being more particularly described as follows:

Commence at the SW Corner of Section 30, Township 21 South, Range 2 West, Shelby County, Alabama; thence S88°10'41"E a distance of 1291.41'; thence N01°11'45"W a distance of 654.41'; thence N24°52'23"W a distance of 300.49'; thence N32°36'17"W a distance of 601.66'; thence N18°21'18"W a distance of 101.20'; thence N10°47'25"W a distance of 305.37'; thence N12°32'09"W a distance of 108.72'; thence N85°25'22"W a distance of 85.40' to the POINT OF BEGINNING; thence continue N85°25'22"W a distance of 121.73' to the Easterly R.O.W. line of Drake Mallard Drive West and a curve to the left, having a radius of 275.00, and subtended by a chord bearing N04°58'19"W, and a chord distance of 91.24'; thence along the arc of said curve and along said R.O.W. line for a distance of 91.67'; thence N75°28'43"E and leaving said R.O.W. line a distance of 119.35'; thence S09°09'52"E a distance of 109.90'; thence S09°45'09"W a distance of 22.37' to the POINT OF BEGINNING.

Said Parcel containing 0.31 acres, more or less.



Filed and Recorded
 Official Public Records
 Judge of Probate, Shelby County Alabama, County
 Clerk
 Shelby County, AL
 06/22/2022 02:53:40 PM
 \$83.50 BRITTANI
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Allen S. Bayl