

20220810000312500
08/10/2022 11:23:10 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

(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 29th day of July, 2022, between MARIO F WAYBRIGHT and LASHARIA M WAYBRIGHT, Husband and Wife, whose address is 750 78TH PLACE SOUTH, BIRMINGHAM, Alabama 35206 ("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 February 14, 2022 and IN INSTRUMENT NO. 20220214000064760, records of County of Shelby, State of Alabama ("Mortgage"). The Mortgage covers the following described real property:

Address: 4518 S Shades Crest Rd, Hoover, Alabama 35022

Legal Description: 1st Mortgage Dated 02/14/2022 and Modified May 9, 2022 and Modified Again 7/29/2022 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 ONE HUNDRED FORTY THOUSAND AND NO/100 DOLLARS (\$140,000.00) TO ONE HUNDRED AND NINETY THOUSAND AND NO/100 DOLLARS (\$190,000.00).

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.

MARIO F WAYBRIGHT

Date

LASHARIA M WAYBRIGHT

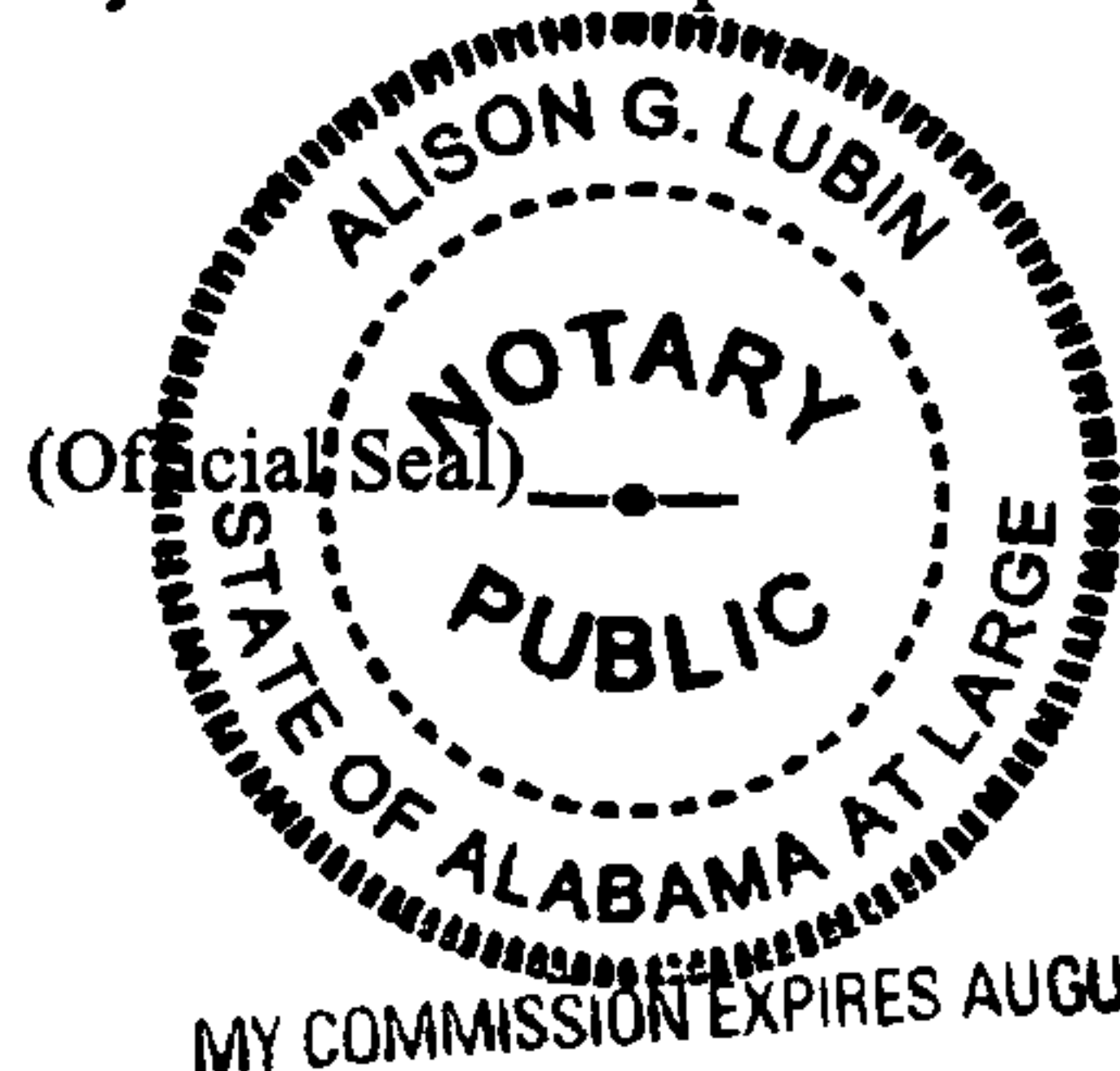
Date

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned authority, a Notary Public, do hereby certify that MARIO F WAYBRIGHT and LASHARIA M WAYBRIGHT, 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 29th day of July, 2022.

My commission expires:



Alison G. Lubin
the undersigned authority
Notary Public
Identification Number

MY COMMISSION EXPIRES AUGUST 18, 2025

LENDER: Central State Bank

Bryan Morrow 7-29-22
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 29th day of July, 2022.

My commission expires:

My Commission Expires May 8, 2023

(Official Seal)


the undersigned authority
Notary Public

**COMMITMENT FOR TITLE INSURANCE
SCHEDULE A**

**EXHIBIT "A"
LEGAL DESCRIPTION**

Part of the SE 1/4 of the NE 1/4 of Section 14, Township 20 South, Range 4 West, Shelby County, Alabama, being more particularly described as follows:

From an existing 3" pipe being the locally accepted NW corner of SE 1/4 of NE 1/4 of said Section 14, run in an easterly direction along the North line of said 1/4-1/4 section for a distance of 498.92 feet to an existing iron rebar set by Weygand and being the point of beginning; thence continue in an easterly direction along last mentioned course for a distance of 521.15 feet to an existing iron rebar set by Weygand; thence run an angle the right of 148 degrees 19 minutes 40 seconds and run in a southwesterly direction along the northwest right of way line of South Shades Crest Road for a distance of 380.67 feet to an existing old iron rebar set by Weygand; thence turn an angle to the left of 5 degrees 33 minutes 10 seconds and run in a southwesterly direction along the northwest right of way line of South Shades Crest Road for a distance of 105.34 feet to an existing iron rebar set by Weygand; thence turn an angle to the right of 90 degrees and run in a northwesterly direction for a distance of 187.14 feet to an existing iron rebar set by Weygand; thence turn an angle to the right of 37 degrees 13 minutes 30 seconds and run in a northerly direction for a distance of 114.64 feet, more or less, to the point of beginning.

LESS AND EXCEPT:

Commence at the Northeast corner of the Southeast Quarter of the Northeast Quarter of Section 14, Township 20 South, Range 4 West of the Huntsville Principal Meridian, Shelby County, Alabama; thence in a westerly direction along the North boundary of said quarter-quarter section to the Northwest right of way of a public road (South Shades Crest Road); thence continue in a westerly direction along said North boundary 464.47 feet to the Point of Beginning; thence continue in a westerly direction along said North boundary 56.68 feet; thence turn an angle of 90 degrees 00 minutes to the left in a southerly direction 114.24 feet; thence turn an angle of 37 degrees 13 minutes 30 seconds to the left in a southeasterly direction 187.14 feet to the intersection with said Northwest right of way; thence run an angle of 90 degrees 00 minutes to the left in a northeasterly direction along said right of way 114.24 feet; thence turn an angle of 90 degrees 00 minutes to the left in a northwesterly direction 243.82 feet to the Point of Beginning.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
08/10/2022 11:23:10 AM
\$106.00 JOANN
20220810000312500

Allen S. Bayl

Old Republic National Title Insurance Company

