

20220902000345310
09/02/2022 03:21:19 PM
MORTAMEN 1/5

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)

MODIFICATION AGREEMENT - MORTGAGE

THIS MODIFICATION AGREEMENT ("Agreement") is made this 21st day of July, 2022, between DANIEL W GINGLES and KATHY M GINGLES, HUSBAND AND WIFE, whose address is 247 Hwy 61, Columbiana, Alabama 35051, and K&S PLUMBING SERVICES, LLC, an Alabama Limited Liability Company, whose address is 100 CORPORATE WOODS CIRCLE, ALABASTER, Alabama 35007 ("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 November 4, 2021 and INSTRUMENT #20211220000599930, records of County of Shelby, State of Alabama ("Mortgage"). The Mortgage covers the following described real property:

Address: 247 Hwy 61, Columbiana, Alabama 35051-0000

Legal Description: 1ST MTG DTD 11/4/2021 RESIDENTIAL REAL ESTATE SHELBY CO, 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 AMOUNT FROM THREE HUNDRED FIFTY THOUSAND DOLLARS AND XX/100 (\$350,000.00) TO FOUR HUNDRED FORTY TWO THOUSAND THREE HUNDRED SIXTY THREE DOLLARS AND 94/100 (\$442,363.94).

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.



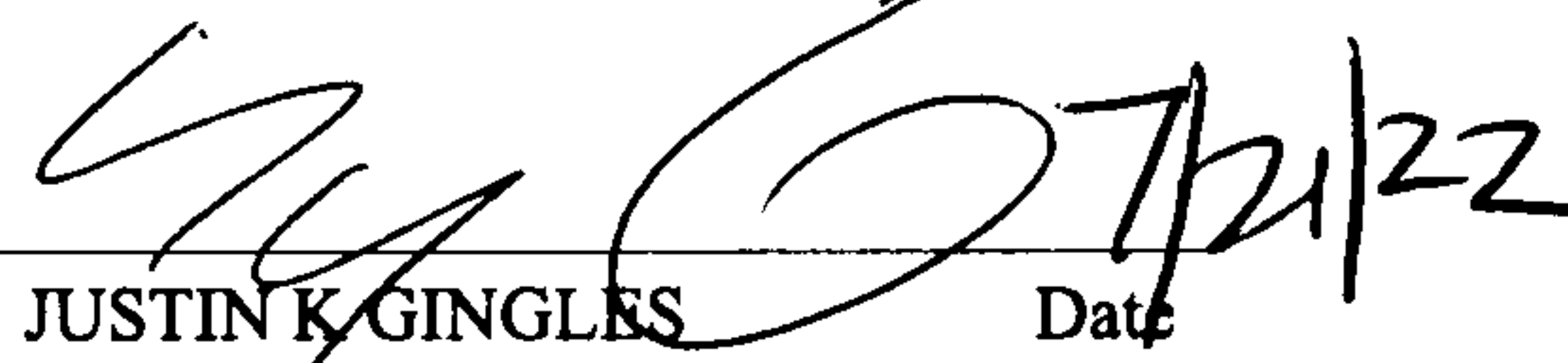
DANIEL W GINGLES
Individually
Date 7/21/22



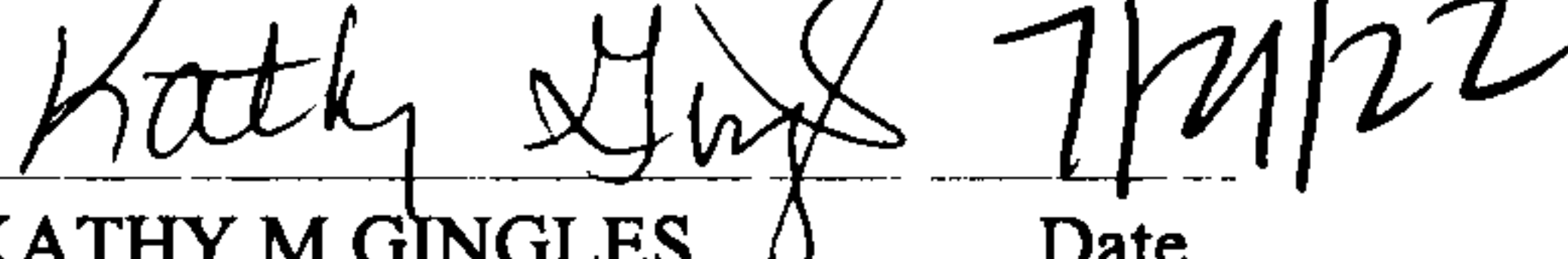
KATHY M GINGLES
Individually
Date 7/21/22



By: DANIEL W GINGLES
Its: Member/CEO
Date 7/21/22




By: JUSTIN K GINGLES
Its: Member/COO
Date 7/21/22



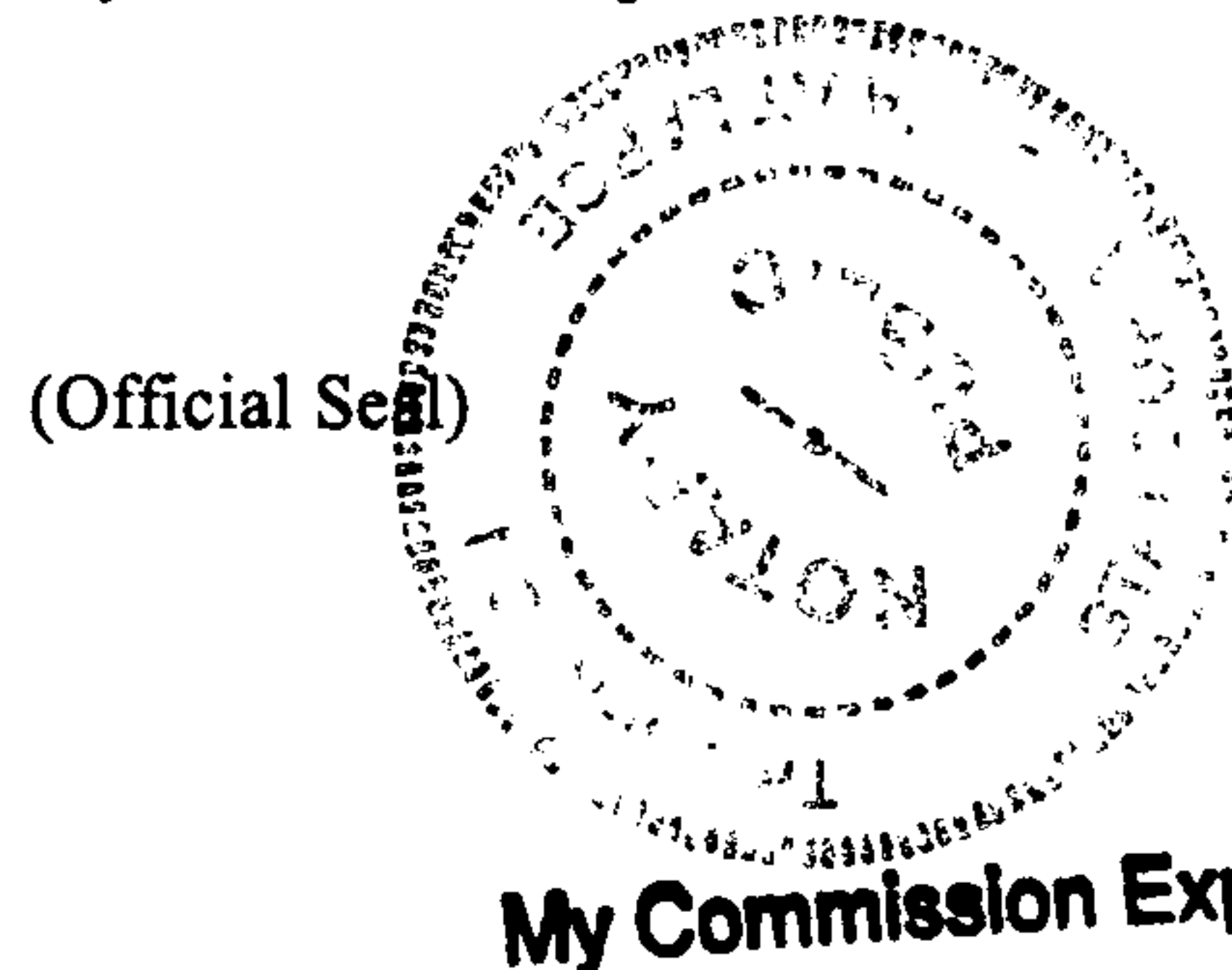
By: KATHY M GINGLES
Its: Member/CFO
Date 7/21/22


INDIVIDUAL ACKNOWLEDGMENT

STATE OF ALABAMA)
COUNTY OF )

I, the undersigned authority, a Notary Public, do hereby certify that DANIEL W GINGLES and KATHY M GINGLES, 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 21st day of July, 2022.

My commission expires:





the undersigned authority
Notary Public
Identification Number

BUSINESS ACKNOWLEDGMENT

STATE OF ALABAMA)
COUNTY OF Shelby)

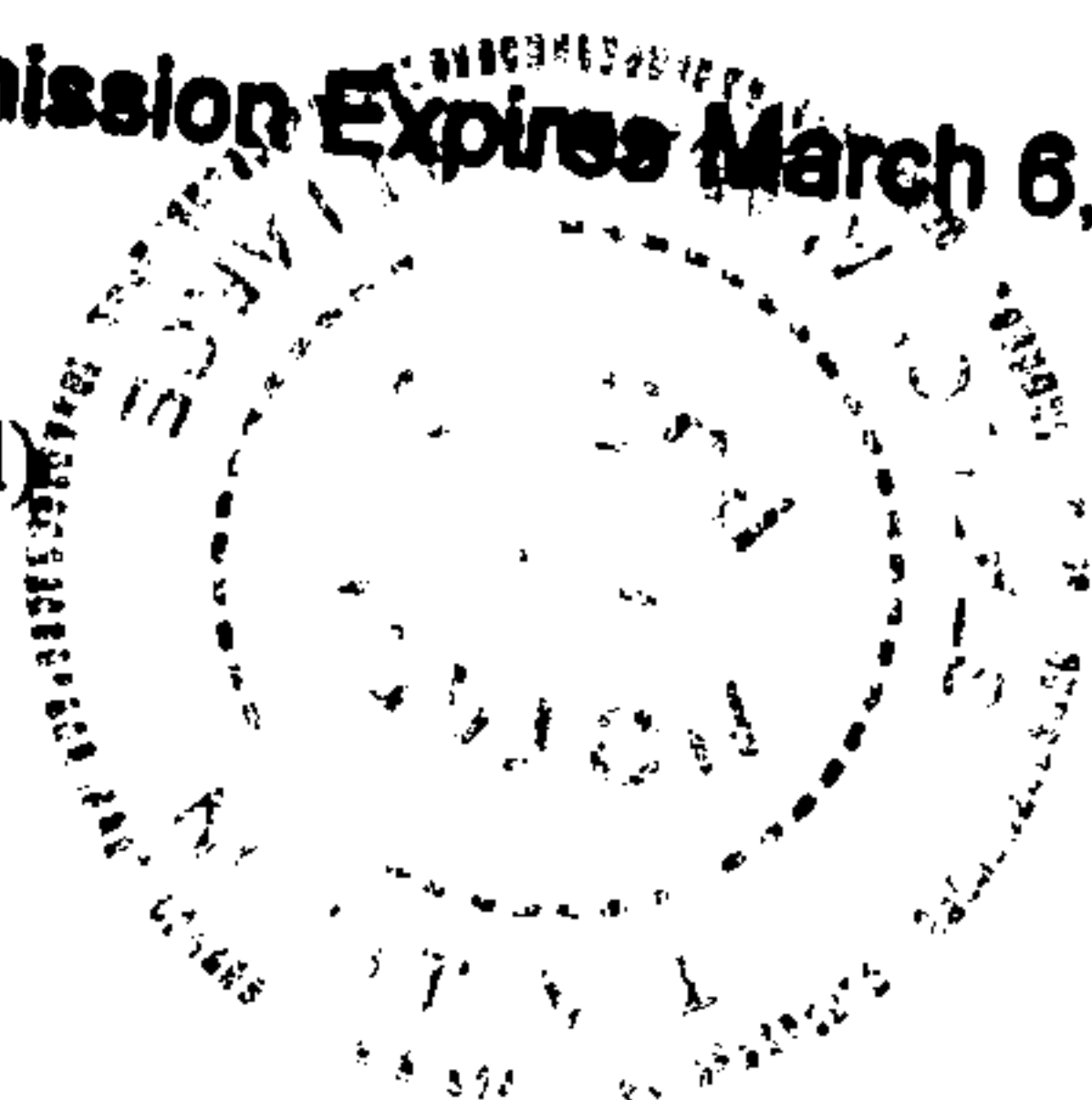
I, the undersigned authority, Notary Public in and for said County and in said State, hereby certify that

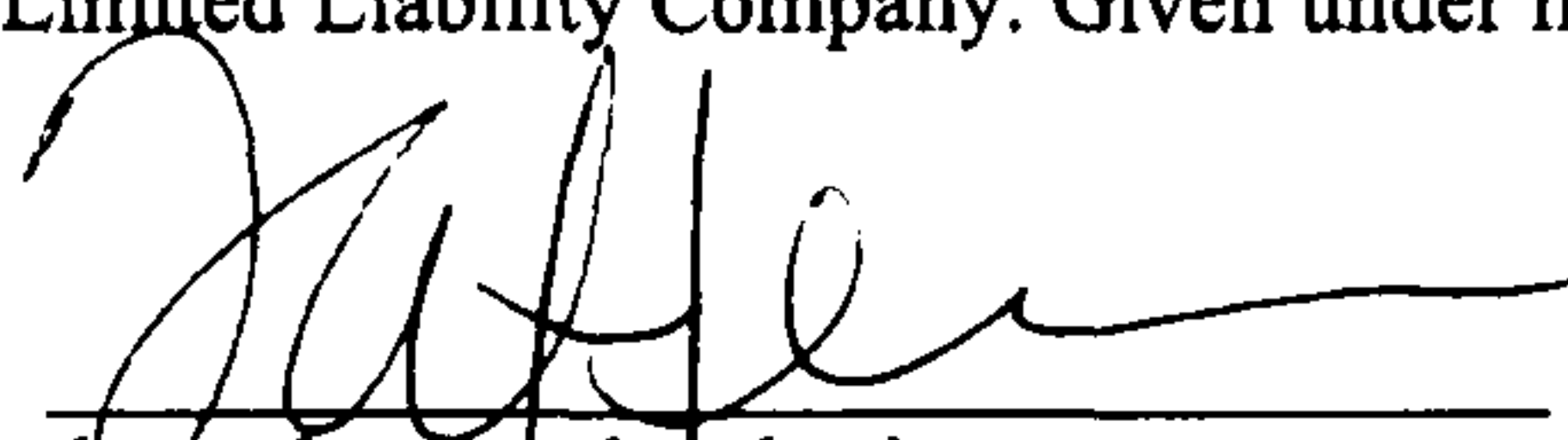
DANIEL W GINGLES, Member/CEO, JUSTIN K GINGLES, Member/COO, and KATHY M GINGLES, Member/CFO on behalf of K&S PLUMBING SERVICES, LLC, an Alabama Limited Liability Company, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed 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 Limited Liability Company. Given under my hand this the 21st day of July, 2022.

My commission expires:

My Commission Expires March 6, 2024

(Official Seal)




the undersigned authority
Notary Public
Identification Number

LENDER: Central State Bank

By: David Comer
Its: Chief Lending Officer

Date

7/21/22

BUSINESS ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF *Shuford*

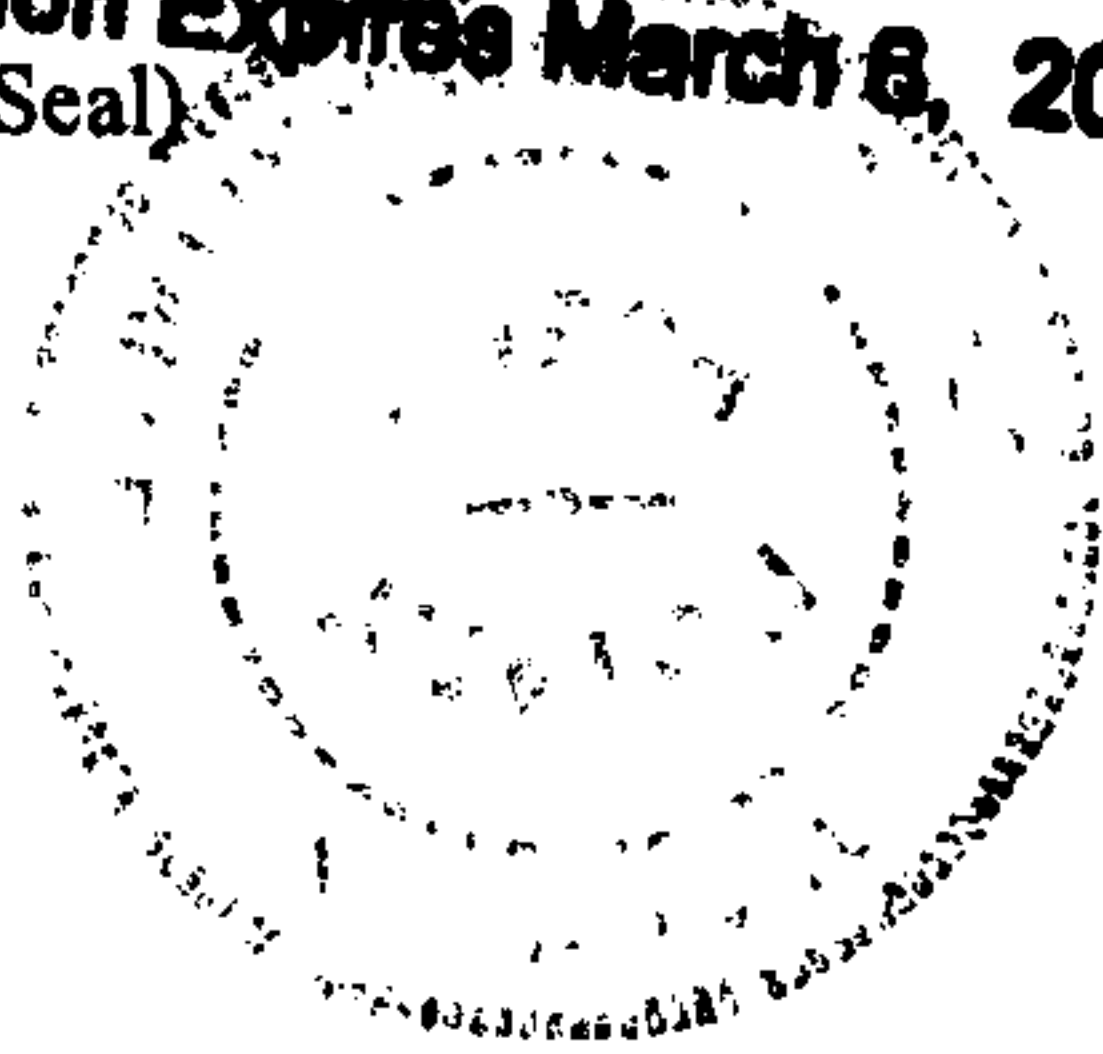
I, the undersigned authority, Notary Public in and for said County and in said State, hereby certify that David Comer, Chief Lending Officer of Central State Bank, a(n) Alabama Federal Reserve Member Bank, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me 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 21st day of July, 2022.

My commission expires:

[Signature]
the undersigned authority
Notary Public

My Commission Expires March 8, 2024
(Official Seal)





20211220000599930 7/7 \$566 00
Shelby Cnty Judge of Probate, AL
12/20/2021 01 38 13 PM FILED/CERT

Parcel 1:

The E 1/2 of NW 1/4 of Section 7, Township 22 South, Range 1 East, Shelby County, Alabama.

LESS AND EXCEPT.

Lot 1 of the Gingles Subdivision, as recorded in Map Book 49, Page 40, in the Probate Office of Shelby County Alabama. Formerly described as follows:

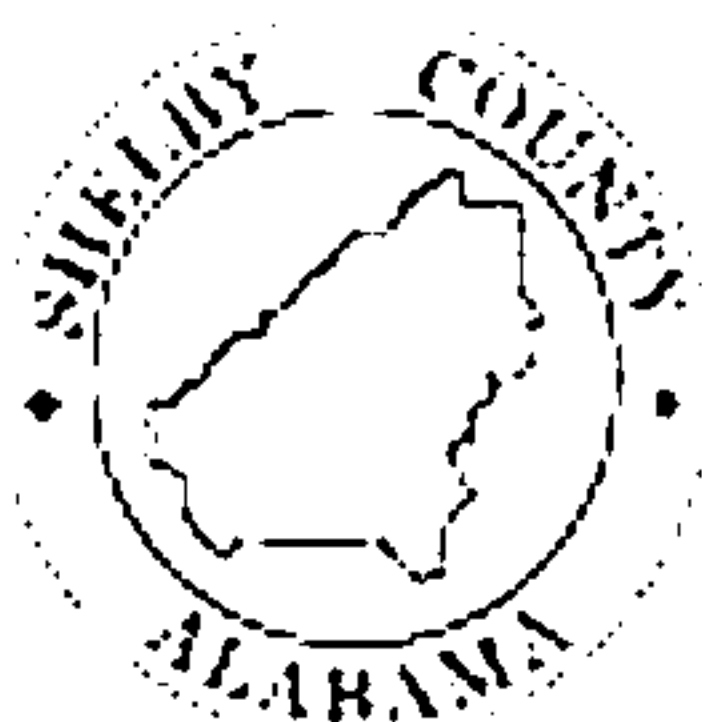
Commence at the NW Corner of the SE 1/4 of the NW 1/4 of Section 7, Township 22 South, Range 1 East, Shelby County, Alabama; thence S78°24'11"E, a distance of 817.57' to the POINT OF BEGINNING; thence S87°20'01"E, a distance of 466.50'; thence S02°39'59"W, a distance of 466.50'; thence N87°20'01"W, a distance of 317.71'; thence S04°32'48"E, a distance of 357.59'; thence S23°38'19"W, a distance of 117.43'; thence S00°17'49"E, a distance of 100.01'; thence S47°24'45"E, a distance of 94.10'; thence S11°54'48"E, a distance of 112.73' to the Northerly R.O.W. line of Shelby County Highway 61; thence N87°20'01"W and along said R.O.W. line, a distance of 31.00'; thence N11°54'48"W and leaving said R.O.W. line, a distance of 95.32'; thence N47°24'45"W, a distance of 97.58'; thence N00°17'49"W, a distance of 119.45'; thence N23°38'19"E, a distance of 116.26'; thence N04°32'48"W, a distance of 353.86'; thence N87°20'01"W a distance of 118.55'; thence N02°39'59"E, a distance of 466.50' to the POINT OF BEGINNING

Parcel 2

Lot 1 of the Gingles Subdivision, as recorded in Map Book 49, Page 40, in the Probate Office of Shelby County Alabama. Formerly described as follows:

Commence at the NW Corner of the SE 1/4 of the NW 1/4 of Section 7, Township 22 South, Range 1 East, Shelby County, Alabama; thence S78°24'11"E, a distance of 817.57' to the POINT OF BEGINNING; thence S87°20'01"E, a distance of 466.50'; thence S02°39'59"W, a distance of 466.50'; thence N87°20'01"W, a distance of 317.71'; thence S04°32'48"E, a distance of 357.59'; thence S23°38'19"W, a distance of 117.43'; thence S00°17'49"E, a distance of 100.01'; thence S47°24'45"E, a distance of 94.10'; thence S11°54'48"E, a distance of 112.73' to the Northerly R.O.W. line of Shelby County Highway 61; thence N87°20'01"W and along said R.O.W. line, a distance of 31.00'; thence N11°54'48"W and leaving said R.O.W. line, a distance of 95.32'; thence N47°24'45"W, a distance of 97.58'; thence N00°17'49"W, a distance of 119.45'; thence N23°38'19"E, a distance of 116.26'; thence N04°32'48"W, a distance of 353.86';

thence N87°20'01"W, a distance of 118.55'; thence N02°39'59"E, a distance of 466.50' to the POINT OF BEGINNING



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
09/02/2022 03:21:19 PM
\$173.60 BRITTANI
20220902000345310

Allen S. Bayl