



20220909000351710 1/2 \$201.25
Shelby Cnty Judge of Probate, AL
09/09/2022 12:30:38 PM FILED/CERT

WHEN RECORDED MAIL TO:

Peoples Bank of Alabama-Attn: Loan Servicing
1912 Cherokee Ave SW
Cullman, AL 35055

SEND TAX NOTICES TO:

Mark H Schroeter
Sarah Schroeter
4385 Heritage View Rd
Birmingham, AL 35242

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



MODIFICATION OF MORTGAGE

Notice: The original principal amount available under the Note (as defined below), which was \$682,500.00 (on which any required taxes already have been paid), now is increased by an additional \$117,500.00.

THIS MODIFICATION OF MORTGAGE dated August 11, 2022, is made and executed between Mark H Schroeter, and wife, Sarah Schroeter, whose address is 4385 Heritage View Rd, Birmingham, AL 35242 (referred to below as "Grantor") and Peoples Bank of Alabama, whose address is 1912 Cherokee Ave SW, Cullman, AL 35055 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated June 22, 2018 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded on 06/27/2018 in Instrument #20180627000229350 in the Office of the Judge of Probate of Shelby County, Alabama and modified by Modification of Mortgage dated 09/21/2020 recorded 09/25/2020 in Instrument #20200925000433920 in the Office of the Judge of Probate of Shelby County, Alabama.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in Shelby County, State of Alabama:

Lot 24, according to the survey of a subdivision for single family residences Heritage Oaks, as recorded in Map Book 11, Page 23, in the Probate Office of Shelby County, Alabama.

The Real Property or its address is commonly known as 4385 Heritage View Rd, Birmingham, AL 35242.

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

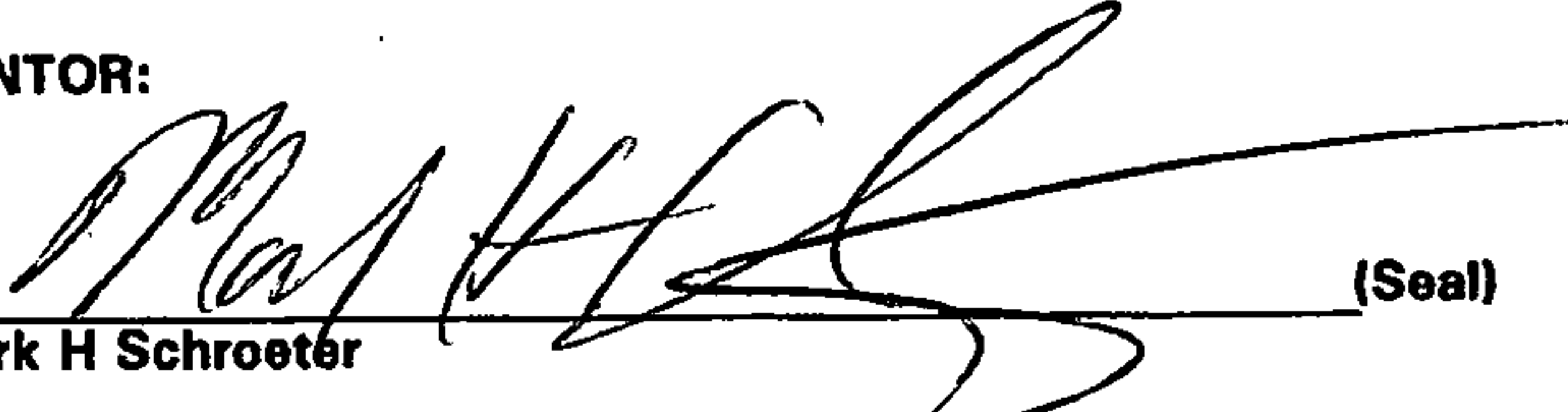
Increase principal amount from \$682,500.00 to \$800,000.00.

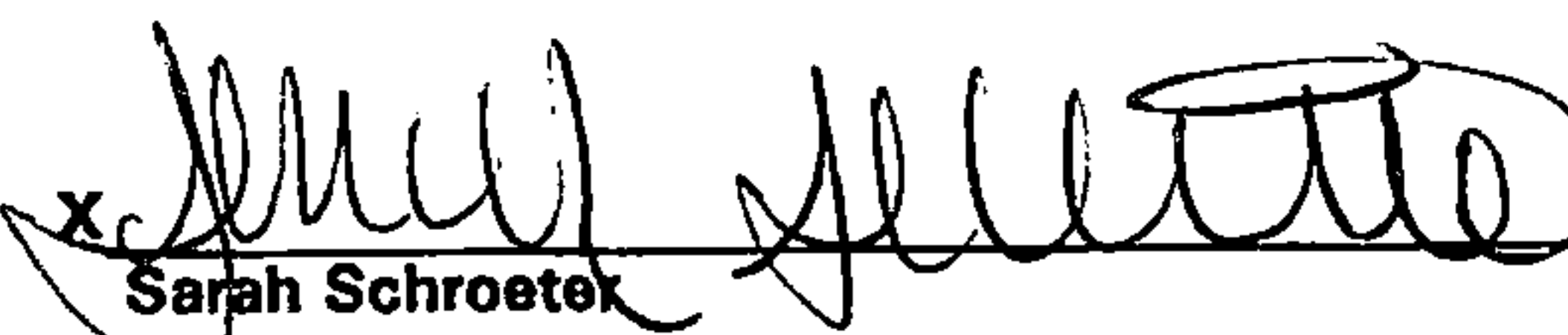
CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification 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.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED AUGUST 11, 2022.

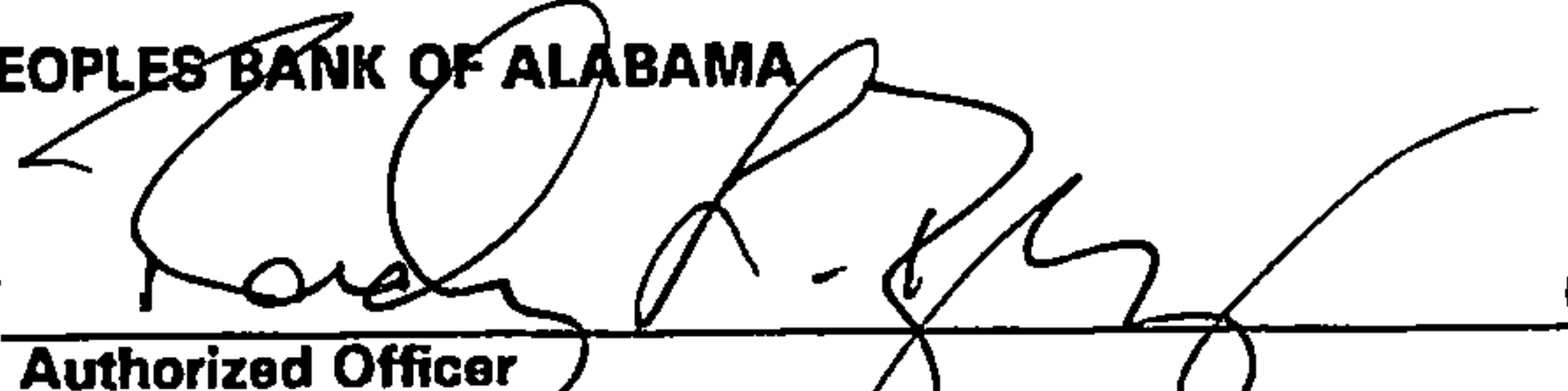
THIS MODIFICATION IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MODIFICATION IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

GRANTOR:

X  (Seal)
Mark H Schroeter

X  (Seal)
Sarah Schroeter

LENDER:

PEOPLES BANK OF ALABAMA
X  (Seal)
Authorized Officer

MODIFICATION OF MORTGAGE
(Continued)

This Modification of Mortgage prepared by:

Name: Aundrea Kelley, VP-Peoples Bank of Alabama
Address: 1912 Cherokee Ave SW
City, State, ZIP: Cullman, AL 35055



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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Jefferson)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **Mark H Schroeter**, 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 said Modification, he or she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 11th day of August, 2022.
Angela Jackson
Notary Public

My commission expires 5-9-2024

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Jefferson)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **Sarah Schroeter**, 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 said Modification, he or she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 12th day of August, 2022.
Angela Jackson
Notary Public

My commission expires 5-9-2024

LENDER ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Jefferson)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **Rodney Berry** whose name as Commercial Relationship mgr of **Peoples Bank of Alabama** is signed to the foregoing Modification and who is known to me, acknowledged before me on this day that, being informed of the contents of the Modification of Mortgage, he or she, in his or her capacity as such officer of **Peoples Bank of Alabama**, executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 12th day of August, 2022.
Angela Jackson
Notary Public

My commission expires 5-9-2024