

20220912000353330
09/12/2022 11:07:04 AM
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
Pelham, AL 35124-0000

(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 15th day of July, 2022, between DAVID HICKS, a unmarried man, whose address is 20310 HWY 25, COLUMBIANA, Alabama 35051 ("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 June 1, 2020 and INSTRUMENT NO 20200617000247270, records of County of Shelby, State of Alabama ("Mortgage"). The Mortgage covers the following described real property.

Address: 107 Collins Street, Columbiana, Alabama 35051

Legal Description: 1st Mortgage Dated June 1, 2020, filed for record June 17, 2020, and Modified July 15, 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 FROM FIFTY SIX THOUSAND AND NO/100 DOLLARS (\$56,000.00) TO EIGHTY SIX THOUSAND AND NO/100 DOLLARS (\$86,000.00).

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.



**SCHEDULE A
(continued)**

LEGAL DESCRIPTION

Parcel I (105 Collins Street):

A parcel of land in the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 26, Township 21 South, Range 1 West, in the City of Columbiana, Shelby County, Alabama, described as follows:

Commence at the intersection of the North right of way of Lauderdale Street and the East right of way of Collins Street, in the City of Columbiana; thence run North along the East right of way of Collins Street 147 feet to the point of beginning; thence run East and parallel with Lauderdale Street 205 feet; thence run North and parallel with Collins Street 146 feet; thence run West and parallel with Lauderdale Street 65 feet; thence run South and parallel with Collins Street 60 feet; thence run West and parallel with Lauderdale Street 140 feet; thence run South along the East right of way of Collins Street 86 feet to the point of beginning.

Parcel II (107 Collins Street):

Also, a lot in the Town of Columbiana, Shelby County, Alabama, more particularly commencing at a point where the Northern margin of a certain street which runs immediately North of the Baptist Church lot, intersects the West boundary of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 26, Township 21 South, Range 1 West; run thence in a Northerly direction along the West boundary of said NE $\frac{1}{4}$ of NE $\frac{1}{4}$ 230 feet for point of beginning of lot hereby conveyed; continue along said West boundary of said NE $\frac{1}{4}$ of NE $\frac{1}{4}$ 60 feet; run thence in an Easterly direction and parallel with first named street 140 feet; run thence in a Southerly direction and parallel with said West boundary of said NE $\frac{1}{4}$ of NE $\frac{1}{4}$, 60 feet; run thence in a Westerly direction 140 feet, more or less, to point of beginning.



**Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
09/12/2022 11:07:04 AM
\$76.00 MISTI
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Allie S. Bayal