

20220920000362510
09/20/2022 11:04:08 AM
MORTAMEN 1/4

WHEN RECORDED MAIL TO:
SERVISFIRST BANK
2500 WOODCREST PLACE
BIRMINGHAM, AL 35209

SEND TAX NOTICES TO:
GLENN GERALD WADDELL
MARY ANN WADDELL
16 LAKE PROVIDENCE
LEEDS, AL 35094

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

6948192-03 MODIFICATION OF MORTGAGE



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THIS MODIFICATION OF MORTGAGE dated August 1, 2022, is made and executed between GLENN GERALD WADDELL, whose address is 16 LAKE PROVIDENCE, LEEDS, AL 35094 and MARY ANN WADDELL, whose address is 16 LAKE PROVIDENCE, LEEDS, AL 35094; Husband and Wife (referred to below as "Grantor") and ServisFirst Bank, whose address is 2500 WOODCREST PLACE, BIRMINGHAM, AL 35209 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated January 21, 2022 (the "Mortgage") which has been recorded in JEFFERSON County, State of Alabama, as follows:

Shelby MORTGAGE RECORDED FEBRUARY 24, 2022 IN INSTRUMENT NUMBER 20220224000079690

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in JEFFERSON County, State of Alabama: See EXHIBIT A, which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 16 LAKE PROVIDENCE LANE, LEEDS, AL 35094.

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

The principal amount of the Mortgage, which was \$100,000.00 (on which any required taxes already have been paid), now is increased to \$150,000.00. Current amount of indebtedness is \$100,000.00.

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 hereby ratifies and affirms that Grantor's liability shall continue in full force and effect through and including the Note's now extended maturity date and that Grantor has no defenses, setoffs, or other claims against Lender arising out of this credit facility. If it is determined that any other person or entity other than Lender shall have a lien, encumbrance, or claim of any type which has a legal priority over any term of this Modification, the original terms of the Note and Mortgage shall be severable from this Modification and separately enforceable from the terms thereof as modified hereby in accordance with their original terms, and Lender shall maintain all legal or equitable priorities which were in existence before the date of execution of this Modification. It is understood by and is the intention of the parties hereto that any legal or equitable priorities of Lender over any party which were in existence before the date of execution of this Modification shall remain in effect after the execution of this Modification.

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 1, 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 Glenn Gerald Waddell (Seal)
GLENN GERALD WADDELL

X Mary Ann Waddell (Seal)
MARY ANN WADDELL

LENDER:

SERVISFIRST BANK
X Kiley Elmore (Seal)
KILEY ELMORE, First Vice President

This Modification of Mortgage prepared by:

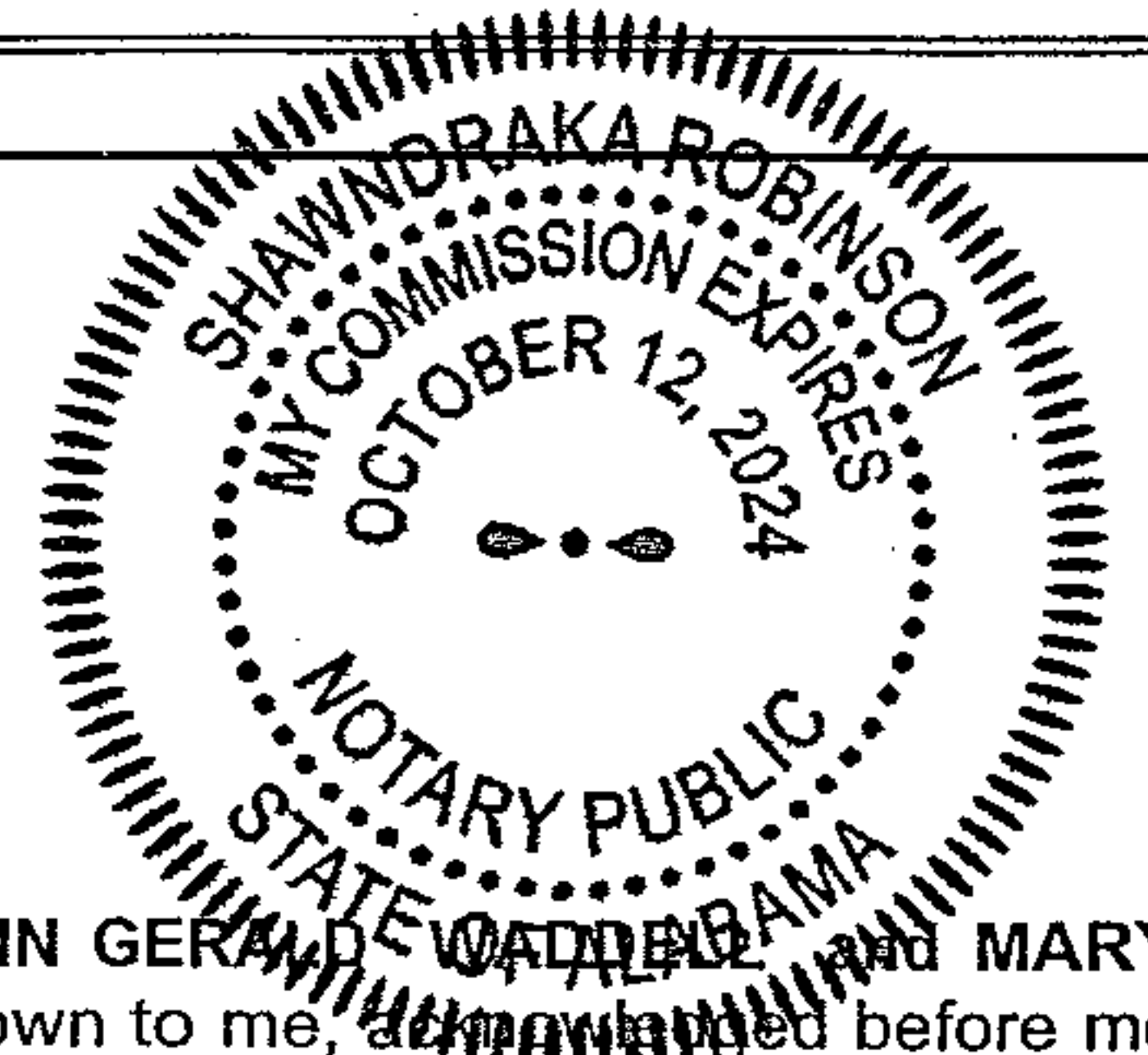
Name: CANDICE LEFFEL
Address: 2500 WOODCREST PLACE
City, State, ZIP: BIRMINGHAM, AL 35209

MODIFICATION OF MORTGAGE
(Continued)

Loan No: 100144617

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 GLENN GERARD WADDELL and MARY ANN WADDELL, Husband and Wife, whose names are signed to the foregoing instrument, and who are known to me, and appeared before me on this day that, being informed of the contents of said Modification, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 1st day of August, 20 22
Shawndraka Robinson
Notary Public

My commission expires 10/12/2024

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 KILEY ELMORE whose name as First Vice President of ServisFirst Bank 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 First Vice President of ServisFirst Bank, executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 1st day of August, 20 22
Shawndraka Robinson
Notary Public

My commission expires 10/12/2024

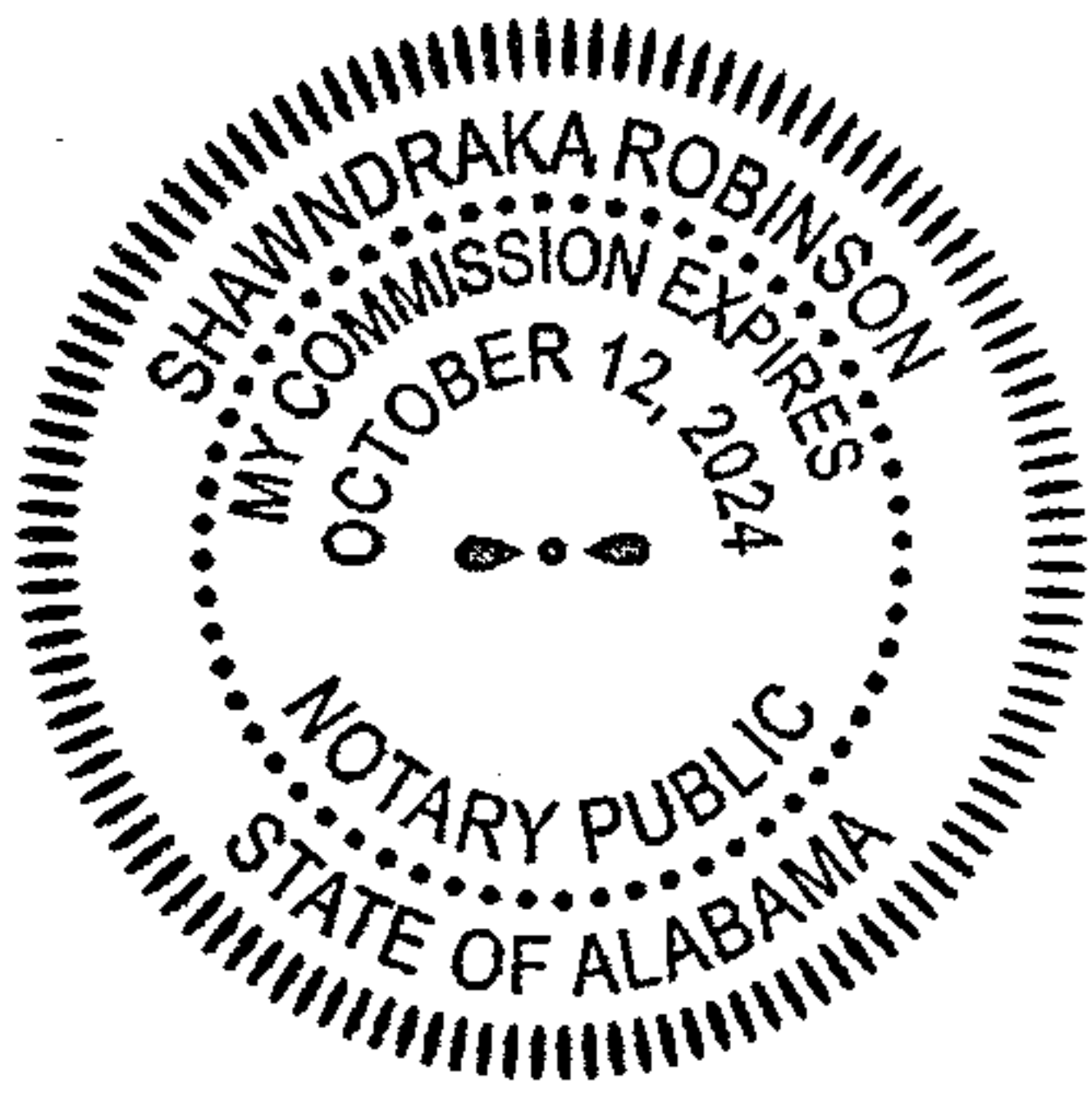


EXHIBIT A

THE FOLLOWING LANDS AND PROPERTY, TOGETHER WITH ALL IMPROVEMENTS LOCATED THEREON, LYING IN SHELBY COUNTY, AL TO WIT:

LOT 6, ACCORDING TO THE SURVEY OF LAKE PROVIDENCE, AS RECORDED IN MAP BOOK 24, PAGE 73, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

SUBJECT TO THE FOLLOWING PERMITTED EXCEPTIONS:

1. TITLE TO ALL MINERALS WITHIN AND UNDERLYING THE PREMISES, TOGETHER WITH ALL MINING RIGHTS AND OTHER RIGHTS, PRIVILEGES AND IMMUNITIES RELATING THERETO AS RECORDED IN VOLUME 24, PAGE 422 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

2. RIGHT-OF-WAY GRANTED TO ALABAMA POWER COMPANY BY INSTRUMENTS RECORDED IN DEED VOLUME 142, PAGE 268 AND DEED VOLUME 289, PAGE 879, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

3. THE EASEMENTS, COVENANTS, RESTRICTIONS AND ENCUMBRANCES IMPOSED UPON SAID REAL PROPERTY IN THAT CERTAIN DECLARATION OF EASEMENTS, PROTECTIVE COVENANTS AND RESTRICTIONS FOR LAKE PROVIDENCE A RESIDENTIAL SUBDIVISION AS SUCH IS FILED AS INSTRUMENT NO. 1998-31129 IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA .(THE DECLARATION).

3. SUBJECT TO ALL EASEMENTS, DRIVES, RIGHTS-OF-WAY AND OTHER ENCUMBRANCES AS SHOWN ON RECORDED PLAT OF THE LAKE PROVIDENCE, A RESIDENTIAL SUBDIVISION, RECORDED AT MAP BOOK 24, PAGE 73 IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

TOGETHER WITH ALL RIGHTS, TENEMENTS, HEREDITAMENTS AND

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APPURTENANCES THERETO BELONGING OR IN ANY WAY
APPERTAINING.

THIS BEING THE SAME PROPERTY CONVEYED TO GLENN G.
WADDELL AND MARY ANN WADDELL, HUSBAND AND WIFE, AS
JOINT TENANTS WITH RIGHT OF SURVIVORSHIP, AS TENANTS IN
COMMON, DATED 08/19/1998 AND RECORDED ON 08/24/1998 IN
INSTRUMENT NO. 1998-32968, IN THE SHELBY COUNTY
RECORDERS OFFICE.

PARCEL NO. 04 3 08 0 000 004.010

Order Number: 6948192

Address: 16 LAKE PROVIDENCE LANE, LEEDS, AL



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
09/20/2022 11:04:08 AM
\$106.00 JOANN
20220920000362510

Allie S. Beyl