

20221011000385280
10/11/2022 09:34:26 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: 500648

MODIFICATION AGREEMENT - MORTGAGE

THIS MODIFICATION AGREEMENT ("Agreement") is made this 28th day of July, 2022, between FRANK COUCH and CHARLON COUCH, husband and wife, whose address is 2211 HWY 42, CALERA, Alabama 35040 ("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 December 2, 2021 and INSTRUMENT #20220124000033180, records of County of Shelby, State of Alabama ("Mortgage"). The Mortgage covers the following described real property:

Address: 2211 Hwy 42, Calera, Alabama 35040

Legal Description: 1ST MTG DTD 12/2/2021 & MODIFIED 7/28/2022 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 FROM FOUR HUNDRED FIFTY THOUSAND DOLLARS AND XX/100 (\$450,000.00) TO SIX HUNDRED FIFTY THOUSAND DOLLARS AND/100 (\$650,000.00).

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.

FRANK COUCH

Date

CHARLON COUCH

Date

7-28-22 7-28-22

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ALABAMA

COUNTY OF

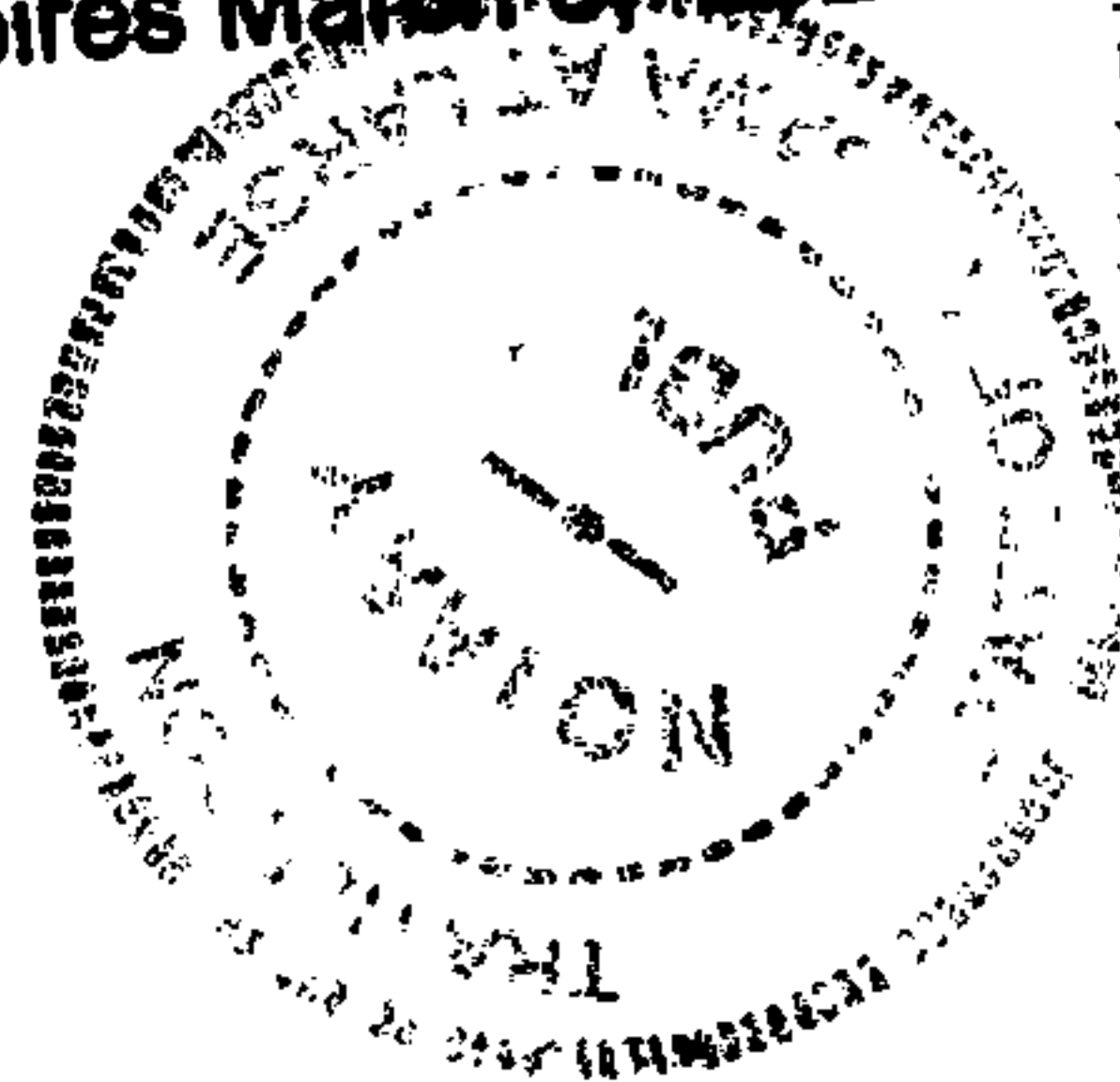
I, the undersigned authority, a Notary Public, do hereby certify that FRANK COUCH and CHARLON COUCH, husband and wife, whose names are signed to the foregoing and who are known to me, acknowledged before me on this day that, being informed of the contents of the Modification Agreement, they executed the same, voluntarily, on the day the same bears date. Given under my hand this 2nd day of December, 2021.

My commission expires:

Commission Expires March 6, 2024

the undersigned authority,
Notary Public
Identification Number

(Official Seal)



LENDER: Central State Bank

By: Shane Schroeder
Its: President

Date

7-28-22

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 Shane Schroeder, President 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 2nd day of December, 2021.

My Commission Expires May 8, 2023

Hector S. Simon
the undersigned authority
Notary Public

(Official Seal)

EXHIBIT A - LEGAL DESCRIPTION

Commence at the NW Corner of Section 1, Township 22 South; Range 2 West, Shelby County, Alabama; thence N90°00'00"E a distance of 3030.75'; thence S09°01'38"E a distance of 519.87' to the POINT OF BEGINNING; thence continue S09°01'38"E a distance of 780.90'; thence S75°23'02"W a distance of 1375.36' to the Eastern R.O.W. line of Shelby County Highway 42; thence N09°52'06"W and along said R.O.W. line a distance of 114.56' to a curve to the left, having a radius of 995.00', subtended by a chord bearing N19°57'57"W, and a chord distance of 348.89'; thence along the arc of said curve and along said R.O.W. line for a distance of 350.70'; thence N63°18'01"E and leaving said R.O.W. line a distance of 1507.86' to the POINT OF BEGINNING.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
10/11/2022 09:34:26 AM
\$331.00 JOANN
20221011000385280

Allie S. Bayl