

RECORDATION REQUESTED BY:

First Bank of Alabama
Oxford Branch
815 Hamric Drive, East
Oxford , AL 36203

20221019000395030
10/19/2022 12:40:32 PM
MORTAMEN 1/4

WHEN RECORDED MAIL TO:

First Bank of Alabama
Oxford Branch
815 Hamric Drive, East
Oxford , AL 36203

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE



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THIS MODIFICATION OF MORTGAGE dated October 14, 2022, is made and executed between David Comer and Christina Comer, as husband and wife, (referred to below as "Grantor") and First Bank of Alabama, whose address is 815 Hamric Drive, East, Oxford , AL 36203 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated October 15, 2021 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded in Judge of Probate, Shelby County Alabama, County Clerk, 20211015000503120 on 10/15/2021.

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

See the exhibit or other description document 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 584 & 600 Meadow Lake Farms, Calera, AL 35040.

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

Extending Maturity Due Date to October 28, 2052.

- Unpaid Balance \$ 2,295,000.00

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 OCTOBER 14, 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 David G. Comer (Seal)

X Christina Comer (Seal)

MODIFICATION OF MORTGAGE (Continued)

Loan No: 20079521

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LENDER:

FIRST BANK OF ALABAMA

X

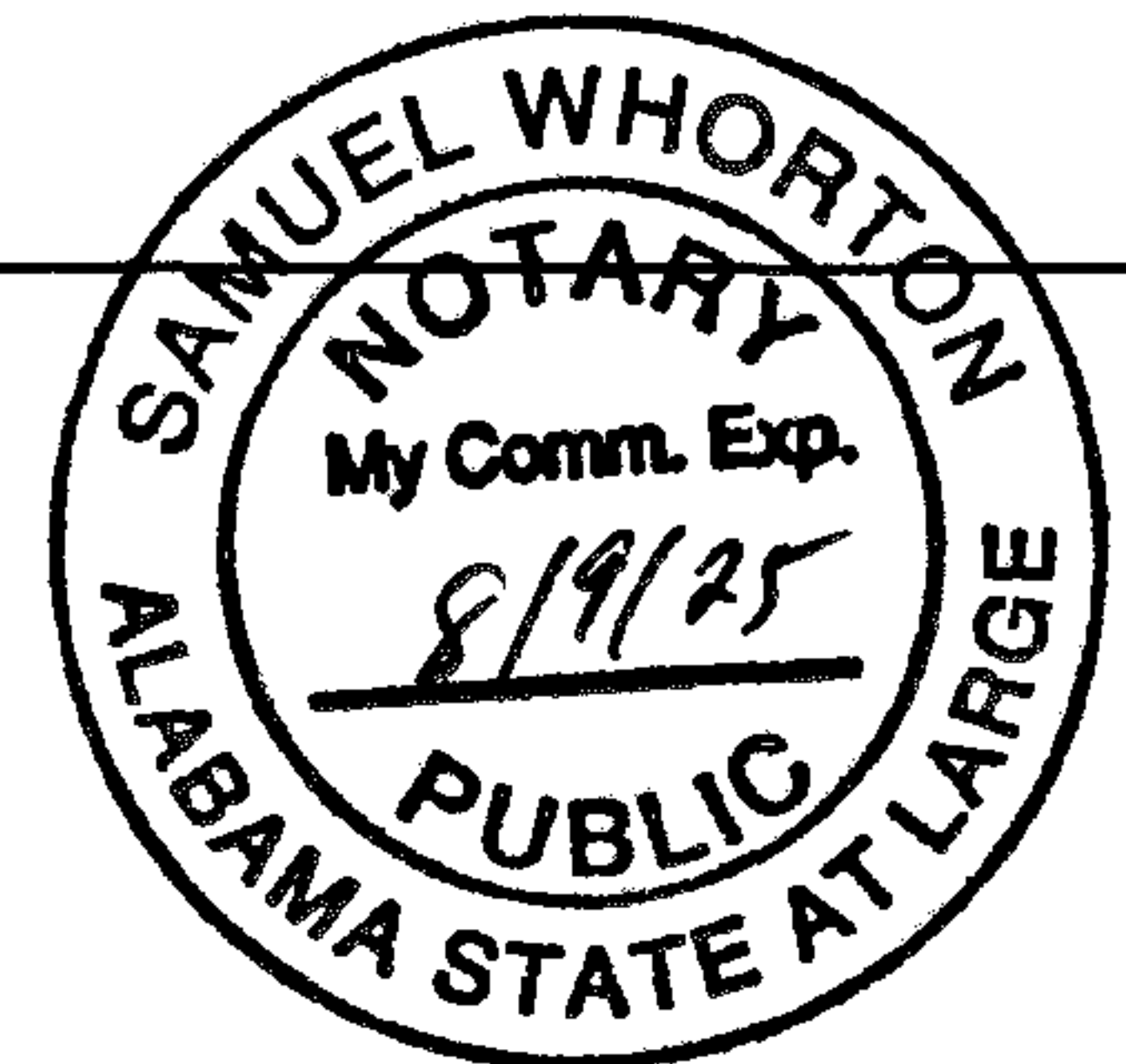
[Signature] (Seal)
 Sam P Whorton, Assistant Vice President, Community
 Lend

This Modification of Mortgage prepared by:

Name: Pamela L Stephens, Loan Operations/First Bank of Alabama
 Address: 815 Hamric Drive, East
 City, State, ZIP: Oxford, AL 36203

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama)
) SS
 COUNTY OF Calhoun)



I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that David G. Comer and Christina Comer, 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 said Modification, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 14 day of October, 20 22
[Signature]
 Notary Public

My commission expires 8/9/25

LENDER ACKNOWLEDGMENT

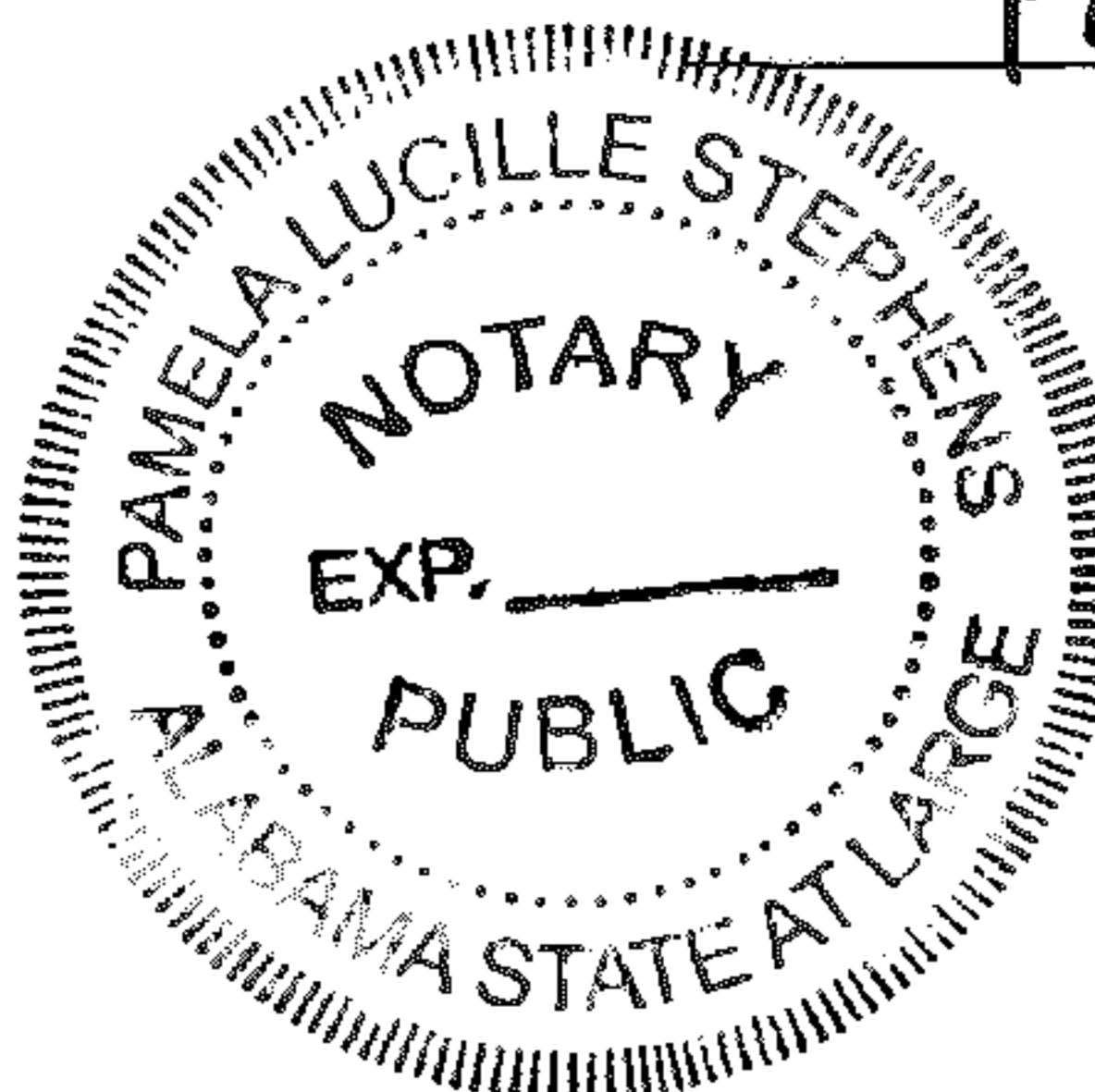
STATE OF Alabama)
) SS
 COUNTY OF Jackson)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Sam P Whorton whose name as Assistant Vice President, Community Lend of First 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 Assistant Vice President, Community Lend of First Bank of Alabama, executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 14th day of October, 20 22
[Signature]
 Notary Public

My Commission Exp. 2-28-2024
 My commission expires

**My Commission Exp.
2-28-2024**



**MODIFICATION OF MORTGAGE
(Continued)**

Loan No: 20079521

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Originator Names and Nationwide Mortgage Licensing System and Registry IDs:

Organization: **First Bank of Alabama**

NMLSR ID: **411938**

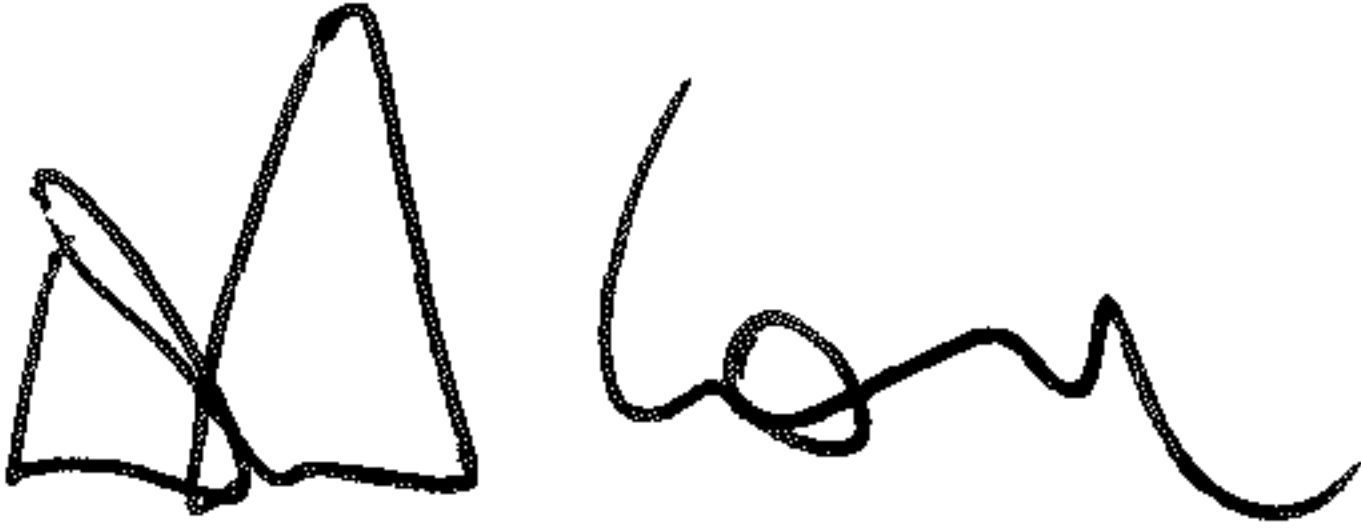
Individual: **Sam P Whorton**

NMLSR ID: **1486610**

EXHIBIT A
Property Description

Parcel I: Tract 3-AA, according to the Beiersdoerfer's Resurvey of Lots 3A & 3B of Meadow Lake Farms as recorded in Map Book 54, Page 29, in the Probate Office of Shelby County, Alabama. Situated in the Northwest Quarter of Section 11, and the Southwest Quarter of Section 11, and the Southwest Quarter of Section 2, Township 22 South, Range 2 West, Shelby County Alabama.

Parcel II: A part of Tract 3-A, according to the survey of a resurvey of Tract 3 Meadow Lake Farms as recorded in Map Book 41, Page 97, in the Probate Office of Shelby County, Alabama, being more particularly described as follows: Commence at the Northwest corner of the Northwest 1/4 of the Northwest 1/4 of Section 11, Township 22 South, Range 2 West, Shelby County, Alabama; thence run South 01 degrees 03 minutes 57 seconds West along the West line of said 1/4-1/4 for 316.79 feet to a point lying on Lot 3-A, according to the survey of a resurvey of Tract 3 Meadow Lake Farms as recorded in Map Book 41, Page 97, in the Probate Office of Shelby County, Alabama; thence run South 82 degrees 41 minutes 47 seconds East along the South line of said Lot 3-A for 189.80 feet to a point on the East line of a 20-foot ingress and egress easement of said survey; thence run North 06 degrees 01 minutes 20 seconds West along the East line of said easement for 105.93 feet to the point of beginning; thence run North 06 degrees 01 minutes 20 seconds West along the East line of said easement for 17.18 feet to a point of curve to the having a radius of 159.90 feet and a central angle of 40 degrees 09 minutes 35 seconds; thence run Northerly along the arc and said easement a distance of 111.45 feet; thence run North 34 degrees 08 minutes 15 seconds East along the East line of said easement for 33.97 feet; thence run South 59 degrees 11 minutes 01 seconds East for 294.62 feet; thence run South 30 degrees 48 minutes 59 seconds West for 152.20 feet; thence run North 59 degrees 11 minutes 01 seconds West for 254.81 feet to the point of beginning


Christa Carr



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
10/19/2022 12:40:32 PM
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