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11/01/2022 02:49:54 PM
MODMORT 1/4

THIS INSTRUMENT PREPARED BY:

Central State Bank
9331 Highway 119
Alabaster, AL 35007-0000

AFTER RECORDING RETURN TO:

Central State Bank
PO Box 180
Alabaster, AL 35007-0000

(Space Above This Line For Recording Data)

MODIFICATION AGREEMENT - MORTGAGE

THIS MODIFICATION AGREEMENT ("Agreement") is made this 1st day of December, 2011, between GARY M DAVIS and GAIL E DAVIS, HUSBAND AND WIFE, whose address is 25470 Hwy 25, Columbiana, Alabama 35051, and JEFF L DAVIS and KATHY J DAVIS, HUSBAND AND WIFE, whose address is P.O. BOX 1048, CALERA, AL, 35040, United States ("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 May 19, 2022 and INSTRUMENT # 20111207000369790

MODIFY TO REMOVE MATURITY DATE FROM MORTGAGE

, records of County of SHELBY, State of Alabama ("Mortgage"). The Mortgage covers the following described real property:

Address: 8809 HWY 25, CALERA, Alabama 55325

Legal Description: 1ST MORTGAGE COMMERCIAL REAL ESTATE SHELBY CO, AL & ASSIGNMENT OF RENTS LEASES

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:

- **MODIFY TO REMOVE MATURITY DATE ON THE MORTGAGE.**

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.

Gail E Davis 5/19/22
GAIL E DAVIS
Individually

Date

Gary M Davis 5/19/22
GARY M DAVIS
Individually

Date

Jeff L Davis 5/19/22
JEFF L DAVIS
Individually

Date

Kathy J Davis 5/19/22
KATHY J DAVIS
Individually

Date

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF Mobile

I, the undersigned authority, a Notary Public, do hereby certify that GARY M DAVIS and GAIL E DAVIS, HUSBAND AND WIFE, JEFF L DAVIS and KATHY J DAVIS, 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 5/19/22

My commission expires:

[Signature]
the undersigned authority
Notary Public
Identification Number

(Official Seal)

My Commission Expires March 6, 2024

LENDER: Central State Bank

[Signature]
By: Shane Schroeder
Its: President

Date

Chief Credit Officer

BUSINESS ACKNOWLEDGMENT


STATE OF ALABAMA)
COUNTY OF Stuarts)

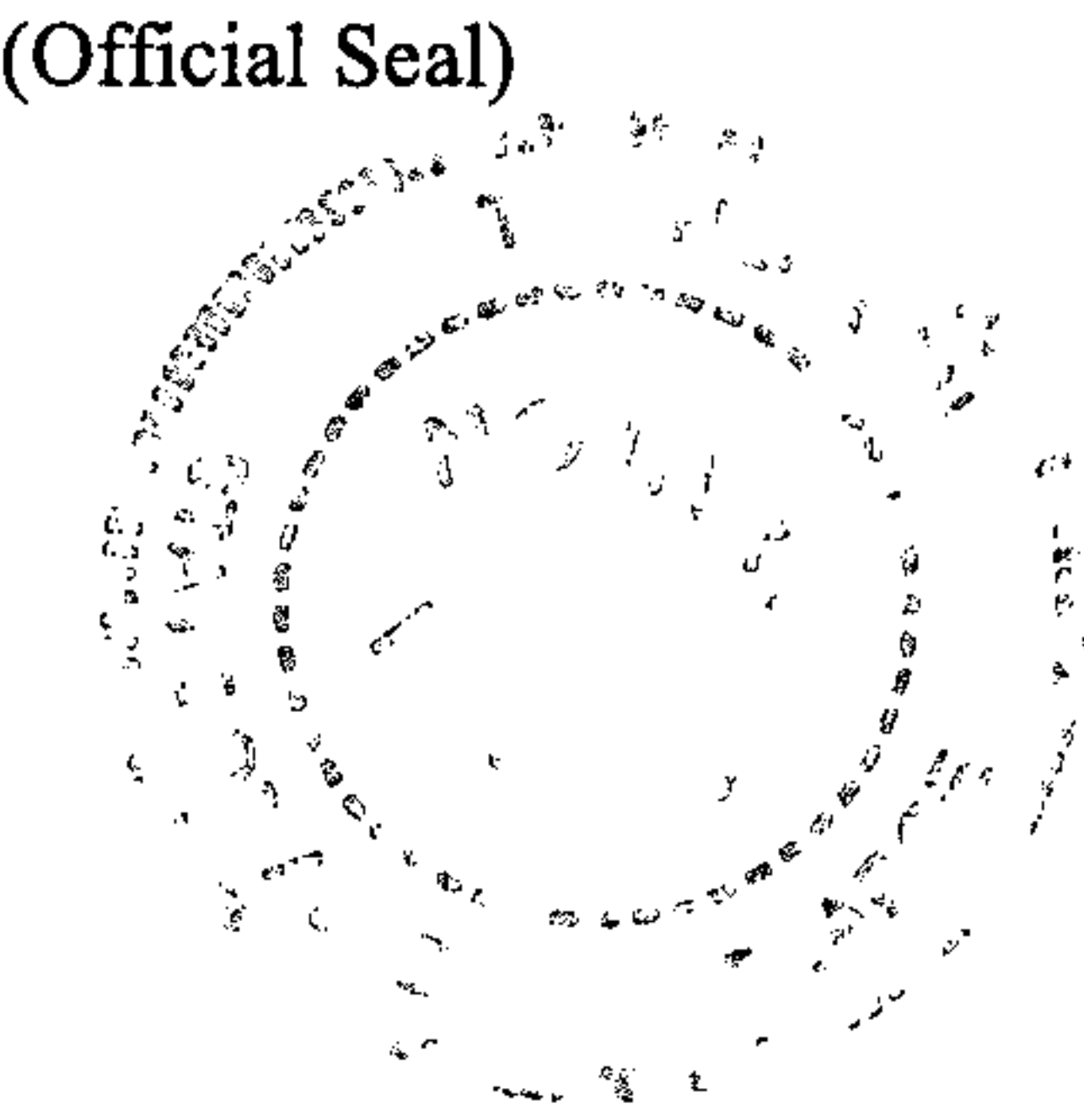
I, the undersigned authority, Notary Public in and for said County and in said State, hereby certify that ~~Shane Schroeder, President~~ of Central State Bank, a(n) Alabama Federal Reserve Member Bank, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on 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.

*Shane Schroeder
President
Central State Bank*

Given under my hand this the 5/19/22

My commission expires:
My Commission Expires March 6, 2024


the undersigned authority
Notary Public



PARCEL A:

Commence at the point of beginning at the Northwest corner of the Northeast ¼ of the Northwest ¼ of Section 4, Township 24 North, Range 13 East; run thence South 03 degrees 39 minutes 36 seconds East along the West boundary of said Northeast Quarter of the Northwest Quarter for 842.52 feet; thence run North 85 degrees 15 minutes 00 seconds East for 65.0 feet; run thence South 06 degrees 05 minutes 42 seconds East for 569.48 feet to the North right of way line of the Southern Railway; run thence North 86 degrees 50 minutes 59 seconds East along said right of way for 612.17 feet; run thence North 03 degrees 21 minutes 00 seconds West for 1374.79 feet to the Freeman Line; run thence South 89 degrees 38 minutes 41 seconds West along said Freeman Line for 709.95 feet to the point of beginning.

PARCEL B:

Commence at the Northwest corner of the Northeast ¼ of the Northwest ¼ of Section 4, Township 24 North, Range 13 East; run thence North 89 degrees 38 minutes 41 seconds East along the Freeman Line for 709.95 feet to the point of beginning; run thence South 03 degrees 21 minutes 00 seconds East for 1374.79 feet to the North right of way line of the Southern Railway; run thence North 86 degrees 50 minutes 59 seconds East along said right of way for 632.84 feet to the East boundary of the Northwest Quarter; run thence North 03 degrees 52 minutes 55 seconds West along said East boundary for 1344.63 feet to the said Freeman Line; run thence South 89 degrees 38 minutes 41 seconds West along said Freeman Line for 620.70 feet to the point of beginning.

LESS AND EXCEPT that certain property conveyed as shown in deed recorded in Instrument #20020731000355170, being more particularly described as follows:

From a 1.5-inch pipe accepted as the NE corner of the NE ¼ of NW ¼ of Section 4, Township 24 North, Range 13 East, run thence South along the accepted East boundary of said NE ¼ of NW ¼, a distance of 50.08 feet to a ½-inch rebar on the South boundary of a 50-foot easement for ingress and egress; thence turn 92 degrees 59 minutes 15 seconds right and run 50.08 feet along the South boundary of said 50-foot easement to a ½-inch rebar, being the point of beginning of herein described parcel of land; thence continue along said course and along the South boundary of said 50-foot easement a distance of 199.70 feet to a 1/2-inch rebar; thence turn 33 degrees 04 minutes 50 seconds left and run 118.63 feet to a ½-inch rebar at the P.C. of a curve concave left, having a delta angle of 53 degrees 57 minutes 09 seconds and tangents of 146.95 feet; thence turn 32 degrees 26 minutes 03 seconds left and run a chord distance of 261.93 feet to a ½-inch rebar at the P.T.; thence turn 26 degrees 58 minutes 36 seconds left and run 58.00 feet to a ½-inch rebar; thence turn 87 degrees 30 minutes 32 seconds left and run 423.98 feet to a 1/2-inch rebar on the West boundary of a 50-foot easement for ingress and egress; thence turn 92 degrees 59 minutes 15 seconds left and run 361.55 feet along the West boundary of said 50-foot easement to the point of beginning of herein described parcel of land.

Situated in the N ½ of NE ¼ of NW ¼ of Section 4, Township 24 North, Range 13 East, Shelby County, Alabama.

ALSO, a 50-foot easement for ingress and egress to-wit:

From a 1.5-inch pipe accepted as the NE corner of the NE ¼ of NW ¼ of Section 4, Township 24 North, Range 13 East, run thence South along the accepted East boundary said NE ¼ of NW ¼ a distance of 50.08 feet to a ½-inch rebar; thence turn 92 degrees 59 minutes 15 seconds right and run 25.04 feet to the point of beginning of the centerline of herein described 50-foot easement for ingress and egress; thence turn 92 degrees 59 minutes 15 seconds left and run 1076.39 feet along said easement centerline to the P.C. of a curve concave right, having a delta angle of 90 degrees 00 minutes 00 seconds and tangents of 100.00 feet; thence turn 45 degrees 00 minutes 00 seconds right and run a chord distance of 141.42 feet to the P.T.; thence turn 45 degrees 00 minutes 00 seconds right and run 297.27 feet along said easement centerline to the P.C. of a curve concave left, having a delta angle of 89 degrees 46 minutes 12 seconds and tangents of 90.00 feet; thence turn 44 degrees 53 minutes 06 seconds left and run a chord distance of 127.53 feet to the P.T.; thence turn 44 degrees 53 minutes 06 seconds left and run 151.80 feet along said easement centerline to a point of termination in the center of Alabama Highway #25.

ALSO, LESS AND EXCEPT that certain property conveyed as shown in deed recorded in Instrument #20030206000069550, being more particularly described as follows:

From a 1.5-inch pipe accepted as the NE corner of the NE ¼ of NW ¼ of Section 4, Township 24 North, Range 13 East, run thence South along the accepted East boundary of said NE ¼ of NW ¼, a distance of 50.08 feet to a ½-inch rebar on the South boundary of a 50-foot easement for ingress and egress; thence turn 92 degrees 59 minutes 15 seconds right and run 50.08 feet along the South boundary of said 50-foot easement to a ½-inch rebar at a point of intersection of said 50-foot easement with the Westerly boundary of a 50-foot easement for ingress and egress; thence turn 92 degrees 59 minutes 15 seconds left and run 361.55 feet along said easement boundary to a ½-inch rebar, being the point of beginning of herein described parcel of land; thence continue along said course and along said easement boundary a distance of 233.98 feet to a ½-inch rebar; thence turn 93 degrees 31 minutes 26 seconds right and run 433.38 feet to a ½-inch rebar; thence turn 88 degrees 45 minutes 33 seconds right and run 229.62 feet to a ½-inch rebar; thence turn 90 degrees 42 minutes 16 seconds right and run 423.98 feet to the point of beginning of herein described parcel of land. Situated in the N ½ of NE ¼ of NW ¼ of Section 4, Township 24 North, Range 13 East, Shelby County, Alabama.

ALSO, a 50-foot easement for ingress and egress to-wit:

From a 1.5-inch pipe accepted as the NE corner of the NE ¼ of NW ¼ of Section 4, Township 24 North, Range 13 East, run thence South along the accepted East boundary said NE ¼ of NW ¼ a distance of 50.08 feet to a ½-inch rebar; thence turn 92 degrees 59 minutes 15 seconds right and run 25.04 feet to the point of beginning of the centerline of herein described 50-foot easement for ingress and egress; thence turn 92 degrees 59 minutes 15 seconds left and run 1076.39 feet along said easement centerline to the P.C. of a curve concave right, having a delta angle of 90 degrees 00 minutes 00 seconds and tangents of 100.00 feet; thence turn 45 degrees 00 minutes 00 seconds right and run a chord distance of 141.42 feet to the P.T.; thence turn 45 degrees 00 minutes 00 seconds right and run 297.27 feet along said easement centerline to the P.C. of a curve concave left, having a delta angle of 89 degrees 46 minutes 12 seconds and tangents of 90.00 feet; thence turn 44 degrees 53 minutes 06 seconds left and run a chord distance of

127.53 feet to the P.T.; thence turn 44 degrees 53 minutes 06 seconds left and run 151.80 feet along said easement centerline to a point of termination in the center of Alabama Highway #25.

20111207000369790 8/8 \$1535.00
Shelby Cnty Judge of Probate, AL
12/07/2011 02:16:13 PM FILED/CERT



Prepared:
Ret:

CENTRAL STATE BANK
P.O. BOX 180
CALERA, ALABAMA 35040

Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
11/01/2022 02:49:54 PM
\$32.00 BRITTANI
20221101000410060

Allen S. Boyd