

20230111000009650
01/11/2023 12:41:09 PM
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)

MODIFICATION AGREEMENT - MORTGAGE

THIS MODIFICATION AGREEMENT ("Agreement") is made this 6th day of January, 2023, between BUILDING BAMA INC, an Alabama Corporation, whose address is 411 STERLING PARK CIRCLE, ALABASTER, Alabama 35007 ("Mortgagor"), and Central State Bank whose address is 11025 Highway 25, Calera, Alabama 35040 ("Lender").

Central State Bank and Mortgagor entered into a Mortgage dated October 14, 2021 and INSTRUMENT #20211105000537000, records of County of Shelby, State of Alabama ("Mortgage"). The Mortgage covers the following described real property:

Address: 253 GRANDE VIEW CIRCLE, MAYLENE, Alabama 35114

Legal Description: See Legal Description

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 loan amount from four hundred nineteen thousand five hundred dollars and xx/100 (\$419,500.00) to four hundred fifty four thousand five hundred dollars and xx/100 (\$454,500.00).

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.

BUILDING BAMA INC

By: JOHN A MAYHALL
Its: President

Date

1/6/23

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 JOHN A MAYHALL, President on behalf of BUILDING BAMA INC, an Alabama Corporation, 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/she, in his/her official capacity and with full authority, executed the same voluntarily for and as the act of said Corporation.

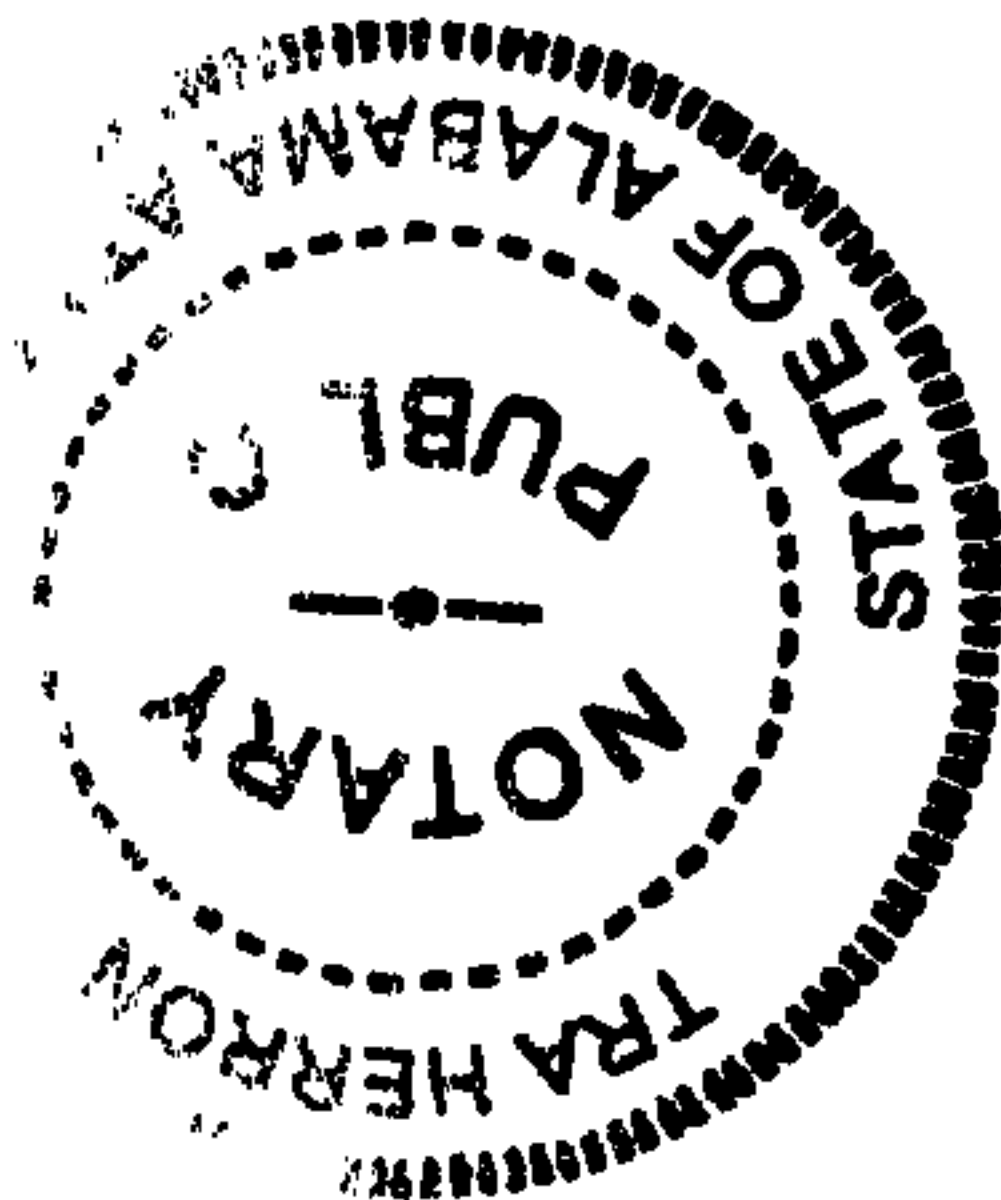
Given under my hand this the

1/6/23

My commission expires:

My Commission Expires March 6, 2024

(Official Seal)



A handwritten signature of the undersigned authority, likely the Notary Public, written in black ink.

the undersigned authority
Notary Public
Identification Number

LENDER: Central State Bank

By: Bryan Morrow
Its: Loan Officer

Date

1-6-23

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 Bryan Morrow, Loan Officer 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

My commission expires:


the undersigned authority
Notary Public

My Commission Expires May 8, 2023

(Official Seal)

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Lot 617, according to the Survey of Grande View Estates, Givianpour Addition to Alabaster, 6th Addition,
as recorded in Map Book 32, Page 48, in the Probate Office of shelby County, Alabama



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
01/11/2023 12:41:09 PM
\$83.50 BRITTANI
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Allie S. Bayl