

20230112000010570
01/12/2023 02:50:20 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)

NMLS COMPANY IDENTIFIER: 476528
NMLS ORIGINATOR IDENTIFIER: 486780

MODIFICATION AGREEMENT - MORTGAGE

THIS MODIFICATION AGREEMENT ("Agreement") is made this 28th day of December, 2022, between SETH GANDY and JESSICA GANDY, husband and wife, whose address is P O BOX 5, MAYLENE, Alabama 35114 ("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 March 11, 2022 and instrument #20220407000144550, records of County of Shelby, State of Alabama ("Mortgage"). The Mortgage covers the following described real property:

Address: 2472 SPRING CREEK ROAD, Montevallo, Alabama 35115

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 from five hundred thousand and xx/ 100 (\$500,000.00) to five hundred seventy thousand and xx/100 (\$570,000.00).

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.

[Signature] 12-28-22
SETH GANDY Date

[Signature] 12-28-22
JESSICA GANDY Date

INDIVIDUAL ACKNOWLEDGMENT

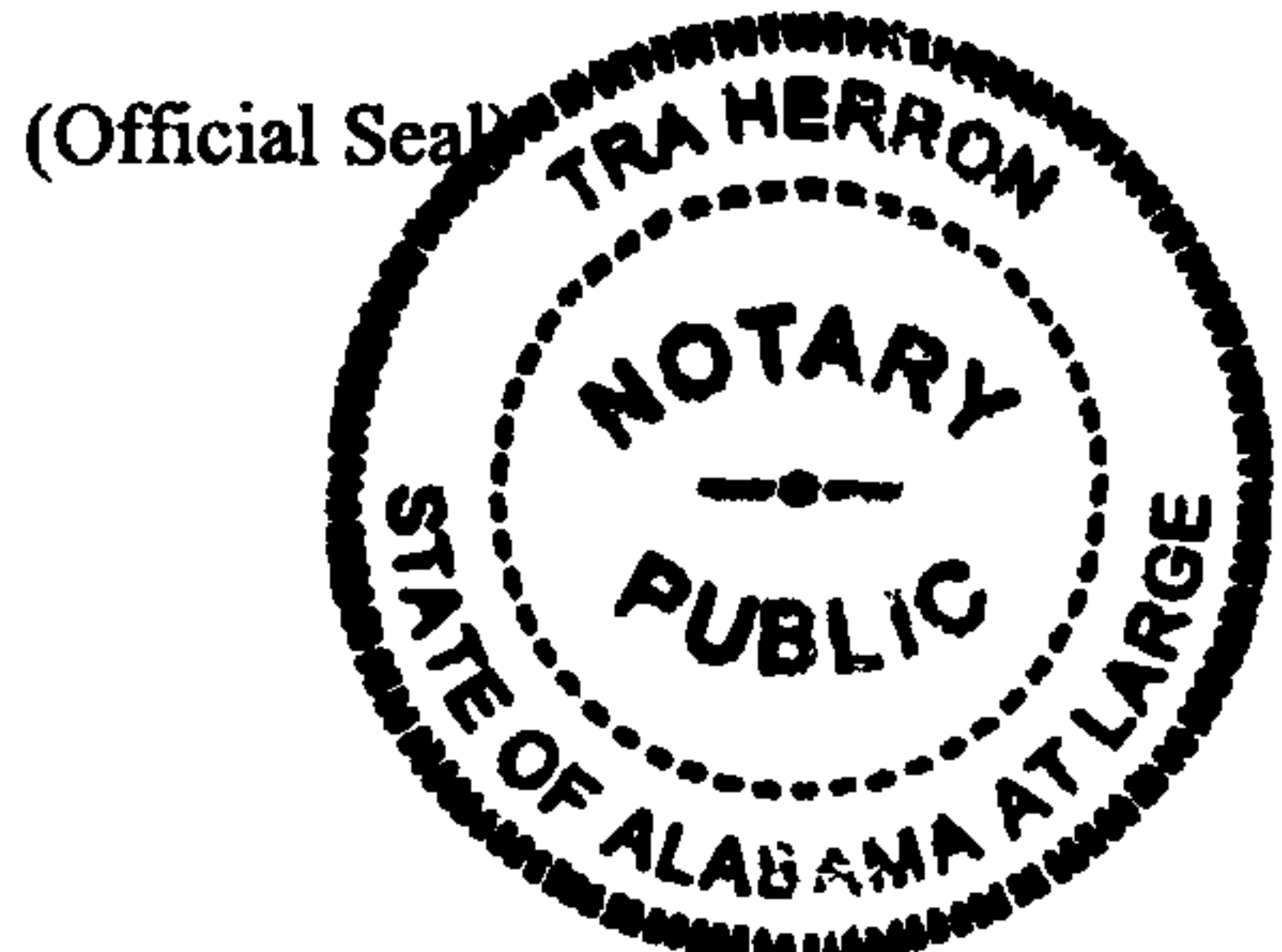
STATE OF ALABAMA)
COUNTY OF Shelby)

I, the undersigned authority, a Notary Public, do hereby certify that SETH GANDY and JESSICA GANDY, 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

My commission expires:

My Commission Expires March 6, 2024

[Signature] 12/28/22
the undersigned authority
Notary Public
Identification Number



LENDER: Central State Bank
[Signature] 12-28-22
By: Bryan Morrow Date
Its: Loan Officer

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:

My Commission Expires May 8, 2023

Walter S. Sewer
the undersigned authority
Notary Public

(Official Seal)

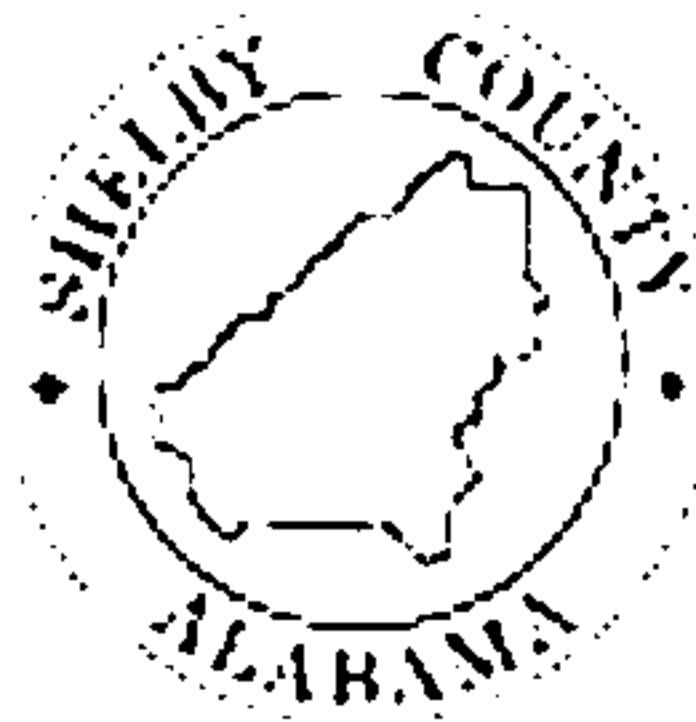
20230112000010570 01/12/2023 02:50:20 PM MORTAMEN 4/4

20220407000144550 04/07/2022 03:22:42 PM MORT 6/6

Commence at a 1" pipe in place being the Southeast corner of the Southeast one-fourth of the Southwest one-fourth of Section 14, Township 22 South, Range 3 West, Shelby County, Alabama, said point being the point of beginning. From the beginning point proceed North 87 degrees 18 minutes 32 seconds West along the South boundary of said quarter-quarter section for a distance of 887.06 feet to a 1/2" pipe in place thence proceed North 19 degrees 52 minutes 29 seconds West for a distance of 710.98 feet to a 1" pipe in place, said point being located on the southerly right of way of Spring Creek Road; thence proceed North 42 degrees 27 minutes 41 seconds East along the southerly right of way of said road for a distance of 367 .23 feet to the P.C. of a concave

curve right having an arc distance of 52.46 feet and a radius of 3859. 73 feet; thence proceed northeasterly along the southerly right of way of said road and along the curvature of said curve for a chord bearing and distance of North 42 degrees 23 minutes 05 seconds East, 52.46 feet to a 5/8" rebar in place; thence proceed South 39 degrees 37 minutes 29 seconds East for a distance of 1324.210 feet to the point of beginning.

The above described land is located in the Southeast one-fourth of the Southwest one-fourth of Section 14, Township 22 South, Range 3 West, Shelby County, Alabama.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
01/12/2023 02:50:20 PM
\$136.00 BRITTANI
20230112000010570

Allie S. Boyd



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
04/07/2022 03:22:42 PM
\$787.00 CHERRY
20220407000144550

Allie S. Boyd