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01/12/2023 02:52:07 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 14th day of December, 2022, between PAUL HATCH and JONNIE LAMB HATCH, HUSBAND AND WIFE, whose address is 116 KING ARTHUR PL, 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 June 22, 2021 and Inst #20210714000342980, records of County of Shelby, State of Alabama ("Mortgage"). The Mortgage covers the following described real property:

Address: 3930 SMOKEY ROAD, ALABASTER, Alabama 35007

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:

- Increasing Mortgage from Four Hundred Ninety-Six Thousand and 00/100(\$496,000) to Five Hundred Fifty- Seven Thousand Two Hundred Fifty and 00/100(\$557,250).

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.



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

Heath S. Sewell
the undersigned authority
Notary Public

(Official Seal)



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Shelby Cnty Judge of Probate, AL
07/14/2021 02 14.14 PM FILED/CERT

A part of the Northeast quarter of the Northwest quarter of Section 31, Township 21 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the southeast corner of the Northeast quarter of the Northwest quarter of said Section 31; thence run North 89 degrees 53 minutes 47 seconds West along the South line of said quarter-quarter section for a distance of 659.83 feet; thence run North 1 degree 59 minutes 52 seconds West for a distance of 340.00 feet to the point of beginning; thence continue along last described course for a distance of 756.06 feet to the South right of way of Shelby County Highway 12; said point being in a curve to the left, said curve having a radius of 2864.87 feet, a chord bearing of South 72 degrees 01 minutes 47 seconds West a chord distance of 352.89 feet and a central angle of 7 degrees 03 minutes 44 seconds; thence run along the arc of said curve an arc distance of 353.12 feet; thence run South 1 degree 57 minutes 35 seconds East for a distance of 329.03 feet; thence run South 88 degrees 02 minutes 25 seconds West for a distance of 200.27 feet; thence run South 1 degree 57 minutes 35 seconds East for a distance of 309.87 feet; the



**Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
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Allie S. Bayl