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01/17/2023 10:52:25 AM
MORTAMEN 1/6

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This instrument was prepared by Business Solutions Loan Admin, Navy Federal Credit Union - GPO, 5550 Heritage Oaks Drive, Pensacola, FL 32526

MODIFICATION OF MORTGAGE

DATE AND PARTIES. The date of this Real Estate Modification (Modification) is January 11, 2023. The parties and their addresses are:

MORTGAGOR:

DEREK P. CLARK

As Trustee

DAWN M. CLARK

As Trustee

Of the **DEREK P & DAWN M CLARK REVOCABLE TRUST**

Dated June 6, 1995, A Hawaii Revocable Trust

55-315A KAMEHAMEHA HWY

LAIE, HI 96762

DEREK P. CLARK

55-315A KAMEHAMEHA HWY

LAIE, HI 96762

DAWN M. CLARK

55-315A KAMEHAMEHA HWY

LAIE, HI 96726

LENDER:

NAVY FEDERAL CREDIT UNION

Organized and existing under the laws of the United States of America

820 Follin Lane

Vienna, VA 22180

1. **BACKGROUND.** Mortgagor and Lender entered into a security instrument dated 02/25/2016 and recorded on 03/02/2016 (Security Instrument). The Security Instrument was recorded in the records of Shelby County, Alabama at Mortgage recorded 3/2/2016 in Shelby Co AL Instrument # 20160302000067340. and covered the following described Property:

DEREK P & DAWN M CLARK REVOCABLE TRUST
Alabama Real Estate Modification

VA/4XXX476880000000002894023N

Wolters Kluwer Financial Services, Inc.-1996, 2023 Bankers Systems*

Page 1

See Exhibit A attached hereto and made a part hereof

The property is located in Shelby County at 8340 HIGHWAY 261, PELHAM, Alabama 35124.

2. MODIFICATION. For value received, Mortgagor and Lender agree to modify the Security Instrument as provided for in this Modification.

The Security Instrument is modified as follows:

A. Secured Debt. The secured debt provision of the Security Instrument is modified to read:

(11 Secured Debts. The term "Secured Debts" includes and this Security Instrument will secure each of the following:

(a) Specific Debts. The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note or other agreement, No. 8900020770, dated February 25, 2016, from Mortgagor to Lender, with a modified loan amount of \$402,284.88 and maturing on January 1, 2030.

(b) All Debts. All present and future debts from Mortgagor to Lender, even if this Security Instrument is not specifically referenced, or if the future debt is unrelated to or of a different type than this debt. If more than one person signs this Security Instrument, each agrees that it will secure debts incurred either individually or with others who may not sign this Security Instrument. Nothing in this Security Instrument constitutes a commitment to make additional or future loans or advances. Any such commitment must be in writing. This Security Instrument will not secure any debt for which a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. This Security Instrument will not secure any debt for which a security interest is created in "margin stock" and Lender does not obtain a "statement of purpose," as defined and required by federal law governing securities. This Modification will not secure any other debt if Lender, with respect to that other debt, fails to fulfill any necessary requirements or fails to conform to any limitations of the Truth in Lending Act (Regulation Z) or the Real Estate Settlement Procedures Act (Regulation X) that are required for loans secured by the Property.

(c) Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

3. WARRANTY OF TITLE. Mortgagor warrants that Mortgagor continues to be lawfully seized of the estate conveyed by the Security Instrument and has the right to grant, bargain, convey, sell and mortgage with the power of sale the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.

4. CONTINUATION OF TERMS. Except as specifically amended in this Modification, all of the terms of the Security Instrument shall remain in full force and effect.

SIGNATURES. By signing under seal, Mortgagor agrees to the terms and covenants contained in this Modification. Mortgagor also acknowledges receipt of a copy of this Modification.

MORTGAGOR:


Derek P. Clark, Trustee for DEREK P & DAWN M CLARK REVOCABLE TRUST dated June 6, 1995


Dawn M. Clark, Trustee for DEREK P & DAWN M CLARK REVOCABLE TRUST dated June 6, 1995

Dawn M. Clark, Trustee for DEREK P & DAWN M CLARK REVOCABLE TRUST dated June 6, 1995

Date 1/11/23

(Witness)

 (Seal)
Derek P. Clark

Date 1/11/23

(Witness)

 (Seal)
Dawn M. Clark

Date 1/11/23

(Witness)

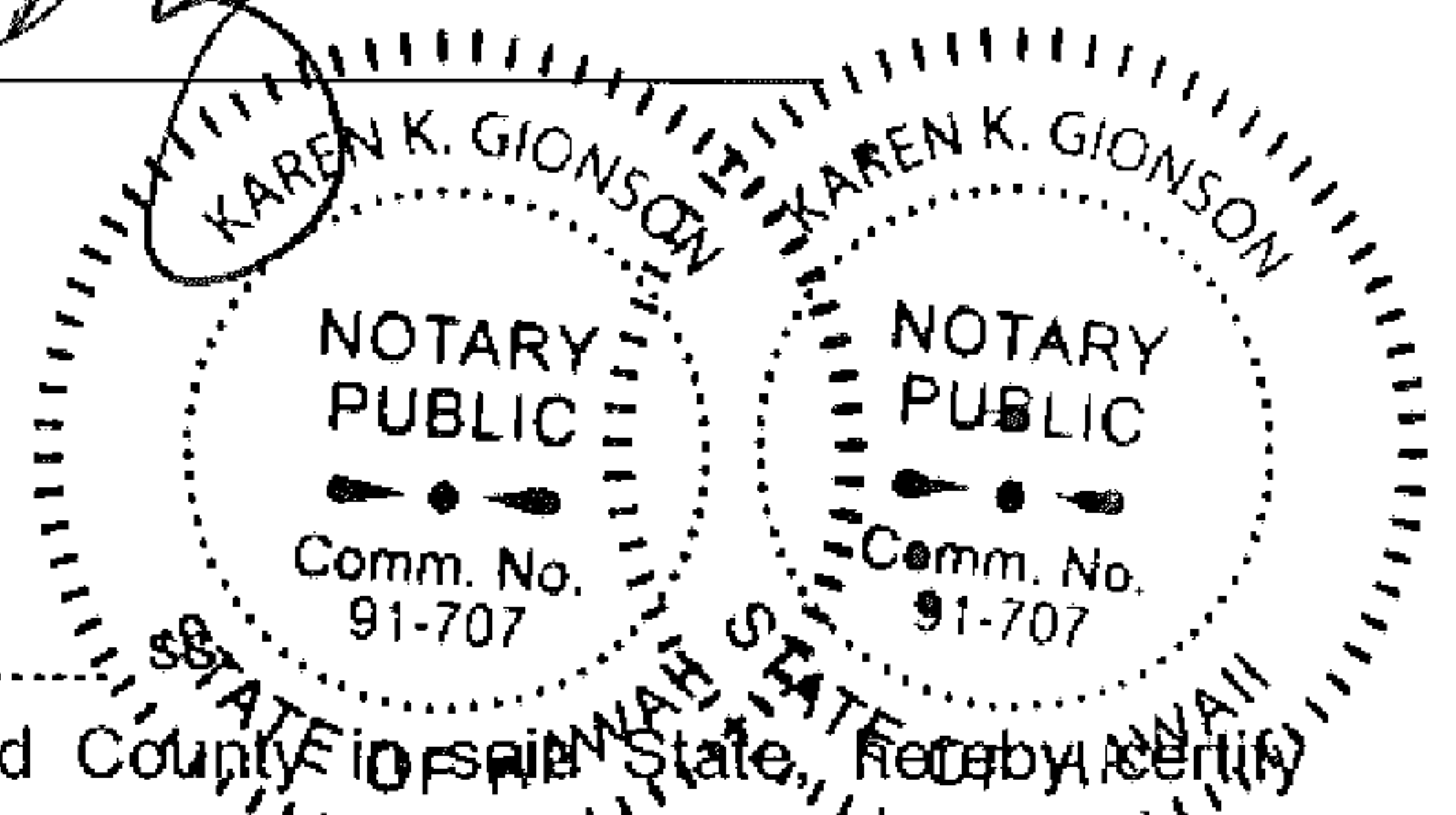
ACKNOWLEDGMENT.

State OF Hawaii City & County OF Honolulu ss.

I, Karen K. Gionson, a notary public, hereby certify that Derek P. Clark, and Dawn M. Clark, whose name(s) is/are signed to the foregoing instrument, and who is/are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she/they executed the same voluntarily on the day the same bears date. Given under my hand this JAN 11 2023 day of

Doc. Date: JAN 11 2023 My commission expires: 9.24.2023
 Not. No.: 91-707 # Pages: 5
 De. No.: 91-707 Karen K. Gionson Circuit
Notary Signature JAN 11 2023
Date

(Notary Public)

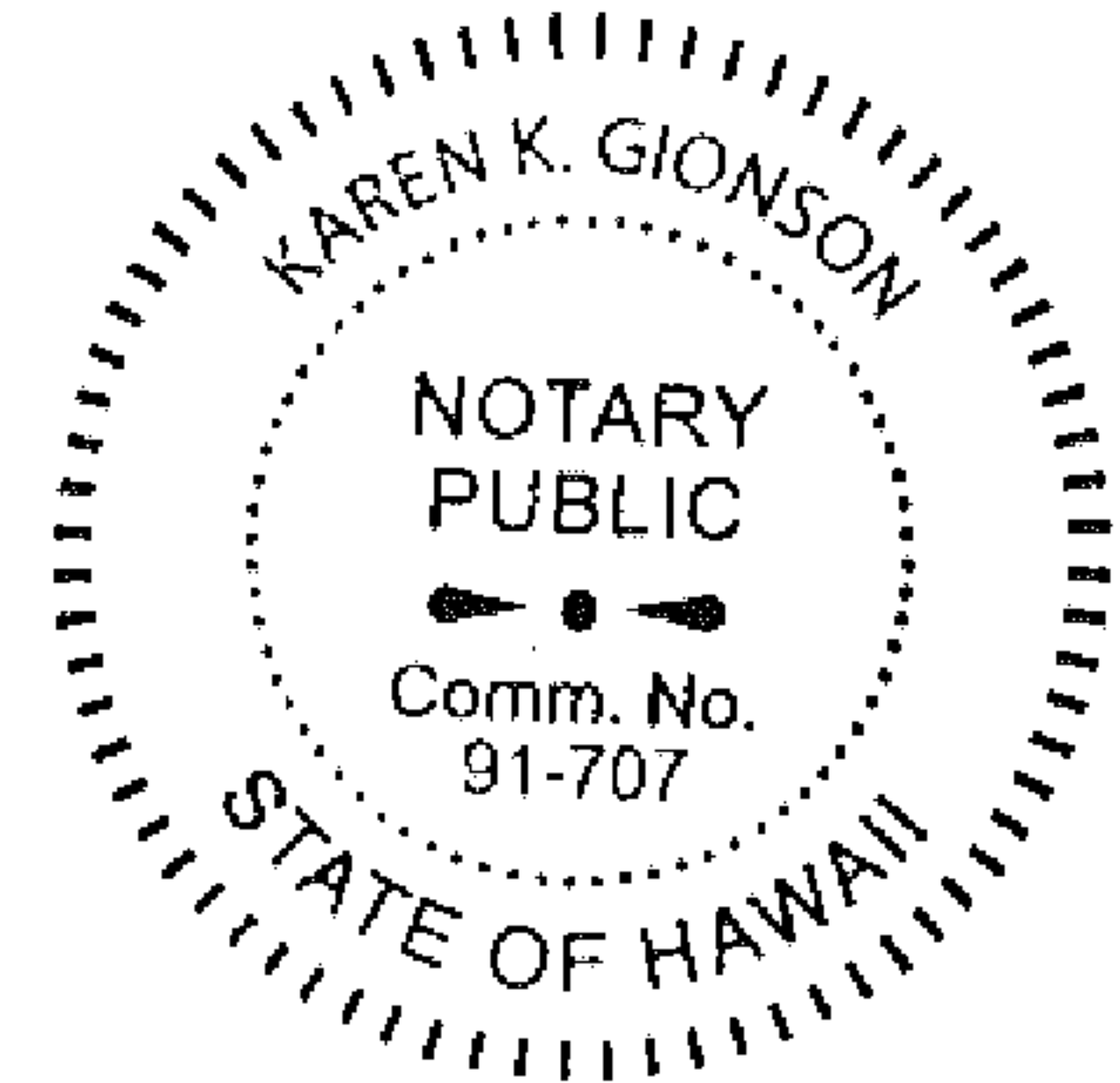
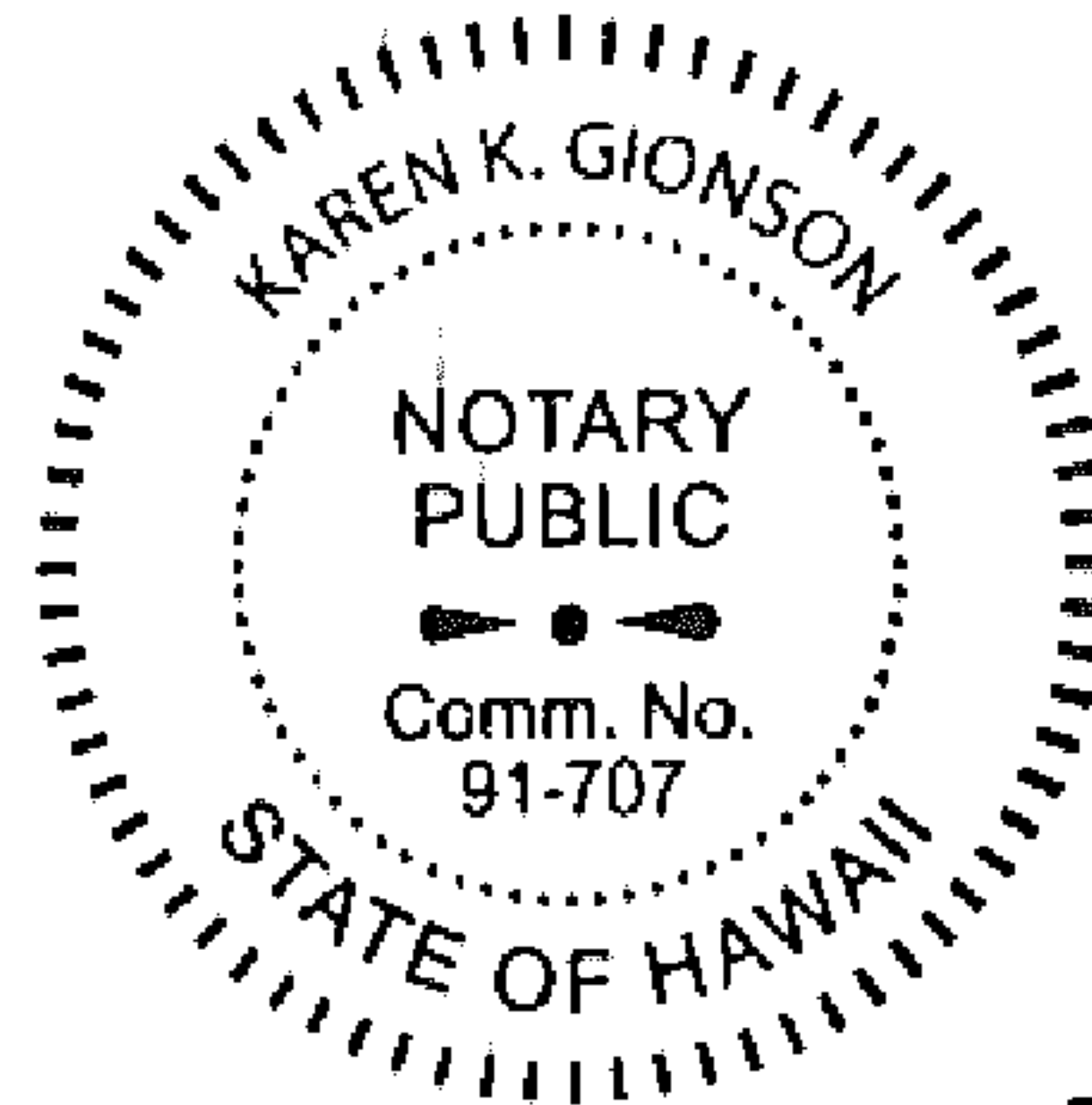


State OF Hawaii City & County OF Honolulu ss.
 I, Karen K. Gionson, a notary public, in and for said County of said State, hereby certify that Derek P. Clark and Dawn M. Clark, whose name(s) as Trustee and Trustee of the DEREK P. & DAWN M. CLARK REVOCABLE TRUST, is/are signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she/they, in his/her/their capacity as such Trustee and Trustee, executed the same voluntarily on the day the same bears date. Given under my hand this the JAN 11 2023 day of

My commission expires: 9.24.2023

(Notary Public)

JAN 11 2023
 Doc. Date: JAN 11 2023 My commission expires: 9.24.2023
 Not. No.: 91-707 # Pages: 5
 De. No.: 91-707 Karen K. Gionson Circuit
Notary Signature JAN 11 2023
Date



LENDER:

Navy Federal Credit Union

By Jacqueline Duvall (Seal)
Jacqueline Duvall, Manager Bus Lending Ops

Date 1/11/2023

Jamie Scarborough
(Witness)

(Lender Acknowledgment)

State of Florida OF Escambia ss.

I, Lottie L. Paul, a notary public, in and for said County in said State, hereby certify that Jacqueline Duvall, whose name(s) as Manager Bus Lending Ops of Navy Federal Credit Union, a corporation, is/are 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/they, as such officer(s) and with full authority, executed the same voluntary for and as the act of said corporation. Given under my hand this the 11th day of

January 2023
My commission expires:

Lottie L. Paul
(Notary Public)

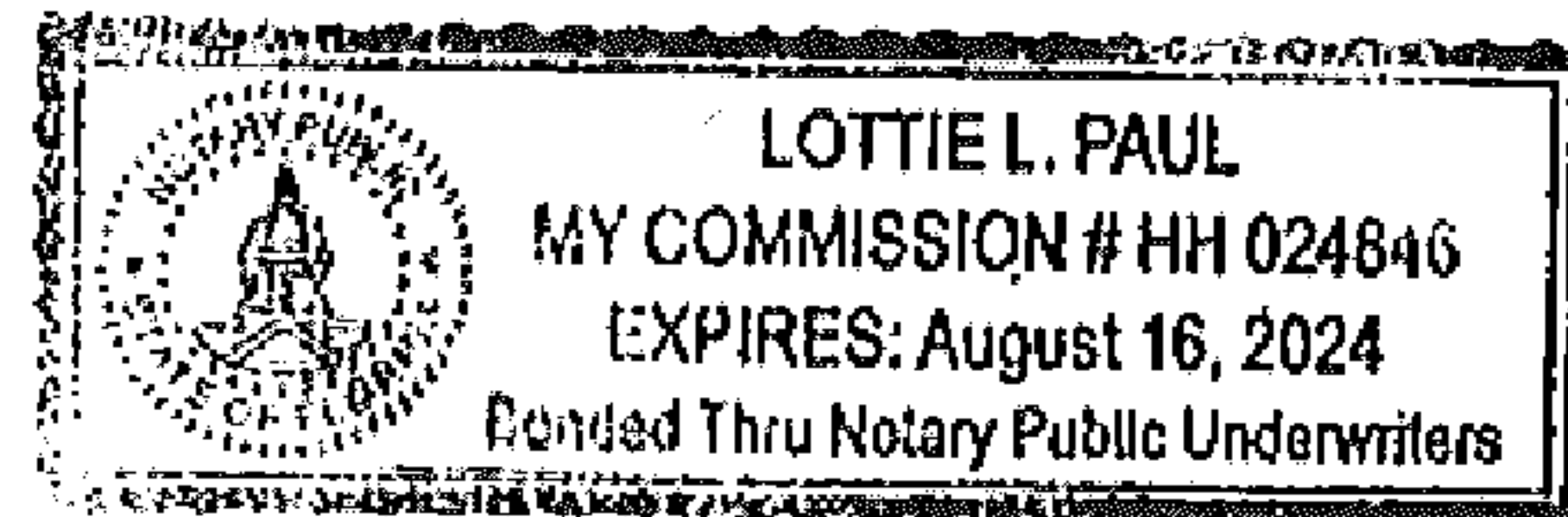


Exhibit A

Lot 2, according to Dollar General's Addition to Pelham, as recorded in Map Book 34, Page 119, in the Probate Office of Shelby County, Alabama.

Together with rights obtained, that constitute a beneficial interest in real estate, under that certain Sewer Easement Agreement by and between Foresight Development, L.L.C. and DGPelham, LLC, dated May 31, 2005, filed June 3, 2005 recorded in Instrument #20050603000271510.

Together with rights obtained, that constitute a beneficial interest in real estate, under that certain Access Easement Agreement by and between Foresight Development, L.L.C. and DGPelham, LLC, dated May 31, 2005, filed June 3, 2005, recorded in Instrument #20050603000271520.

Together with rights obtained, that constitute a beneficial interest in real estate, under that certain Detention Pond Easement Agreement between Express Wash, Inc. and DG Pelham, LLC, dated February 10, 2006, filed for record February 22, 2006 and recorded in Instrument #20060222000086800.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
01/17/2023 10:52:25 AM
\$41.00 BRITTANI
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Allen S. Bayl