

20230530000160130 1/2 \$74.50
Shelby Cnty Judge of Probate, AL
05/30/2023 11:00:41 AM FILED/CERT

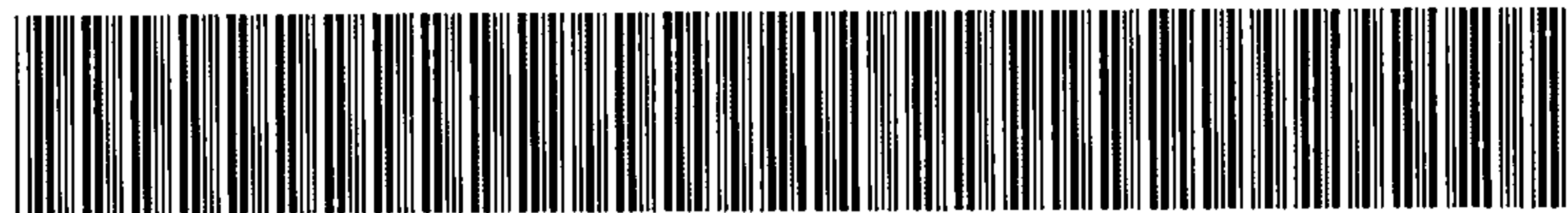
RECORDATION REQUESTED BY:
CB&S Bank
PO Box 910
Russellville, AL 35653

WHEN RECORDED MAIL TO:
CB&S Bank
PO Box 910
Russellville, AL 35653

SEND TAX NOTICES TO:
GREGORY F. SCOTT
2348 LAKE SIDE DR
BIRMINGHAM, AL 35244

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE



16017637

*****074005172023*

Notice: The original principal amount available under the Note (as defined below), which was \$53,000.00 (on which any required taxes already have been paid), now is increased by an additional \$33,000.00.

THIS MODIFICATION OF MORTGAGE dated May 17, 2023, is made and executed between GREGORY F. SCOTT, whose address is 2348 LAKE SIDE DR, BIRMINGHAM, AL 35244; an unmarried individual (referred to below as "Grantor") and CB&S Bank, whose address is 1301 Doug Baker Blvd., Birmingham , AL 35242 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated June 7, 2022 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

Recorded 6/7/2022 in Instrument 20220622000249060 in the Office of the Probate Judge of Shelby County, AL.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in SHELBY County, State of Alabama:

Lot 31, according to the survey of Valdawood, as recorded in Map Book 8, Page 6, in the Probate Office of Shelby County, Alabama.

The Real Property or its address is commonly known as 2348 LAKESIDE DR, BIRMINGHAM, AL 35244-2237.

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

Principal increase to \$86,000 . Maturity Date To Remain The Same.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification 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.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED MAY 17, 2023.

THIS MODIFICATION IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MODIFICATION IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

GRANTOR:

X Gregory F. Scott (Seal)
GREGORY F. SCOTT

LENDER:

CB&S BANK
X Cynthia Brown (Seal)
Authorized Signer

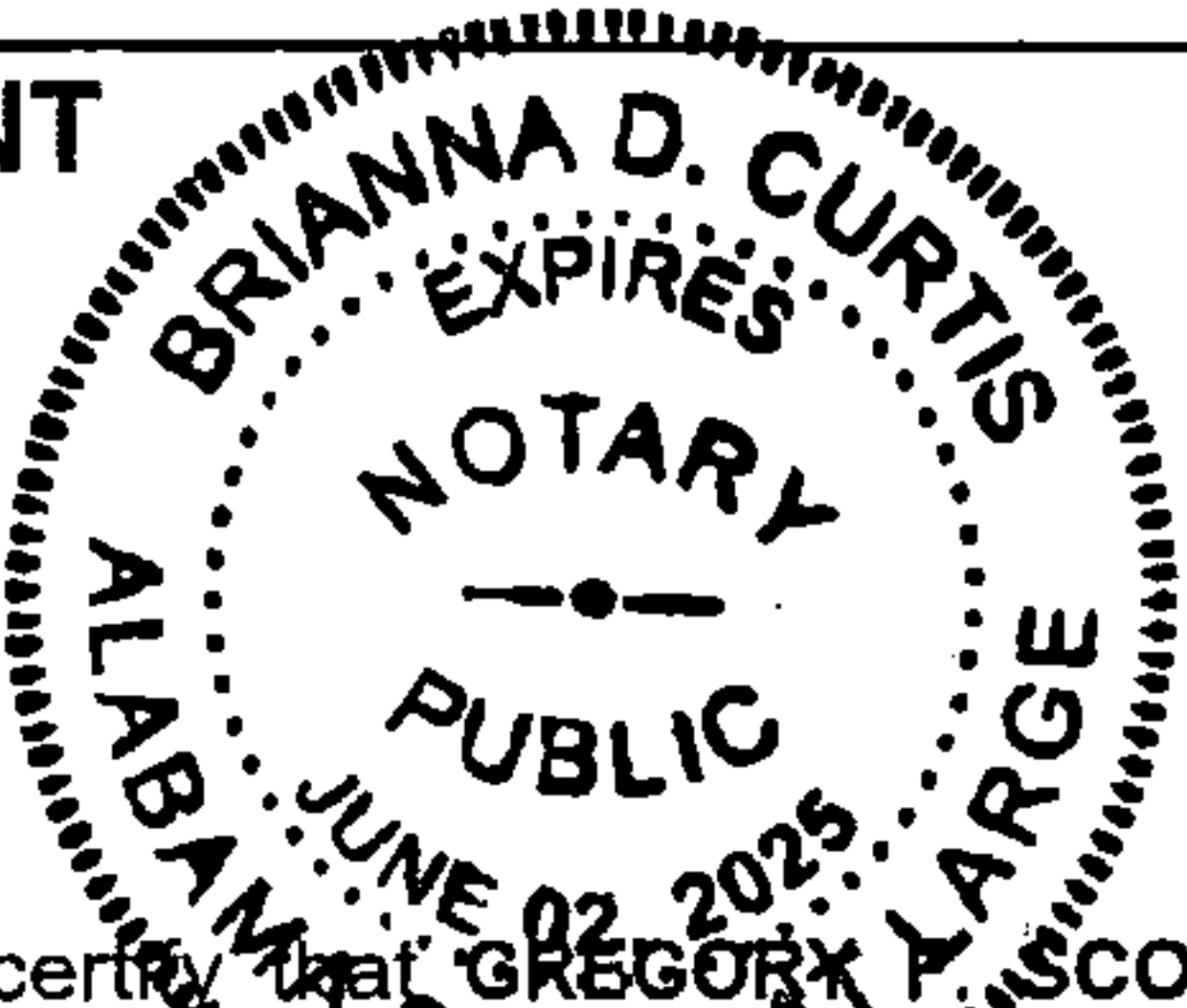
MODIFICATION OF MORTGAGE
(Continued)

This Modification of Mortgage prepared by:

Name: Ashley Cole, Commercial Real Estate Underwriter
Address: PO Box 910
City, State, ZIP: Russellville, AL 35653

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama)
COUNTY OF Shelby) SS



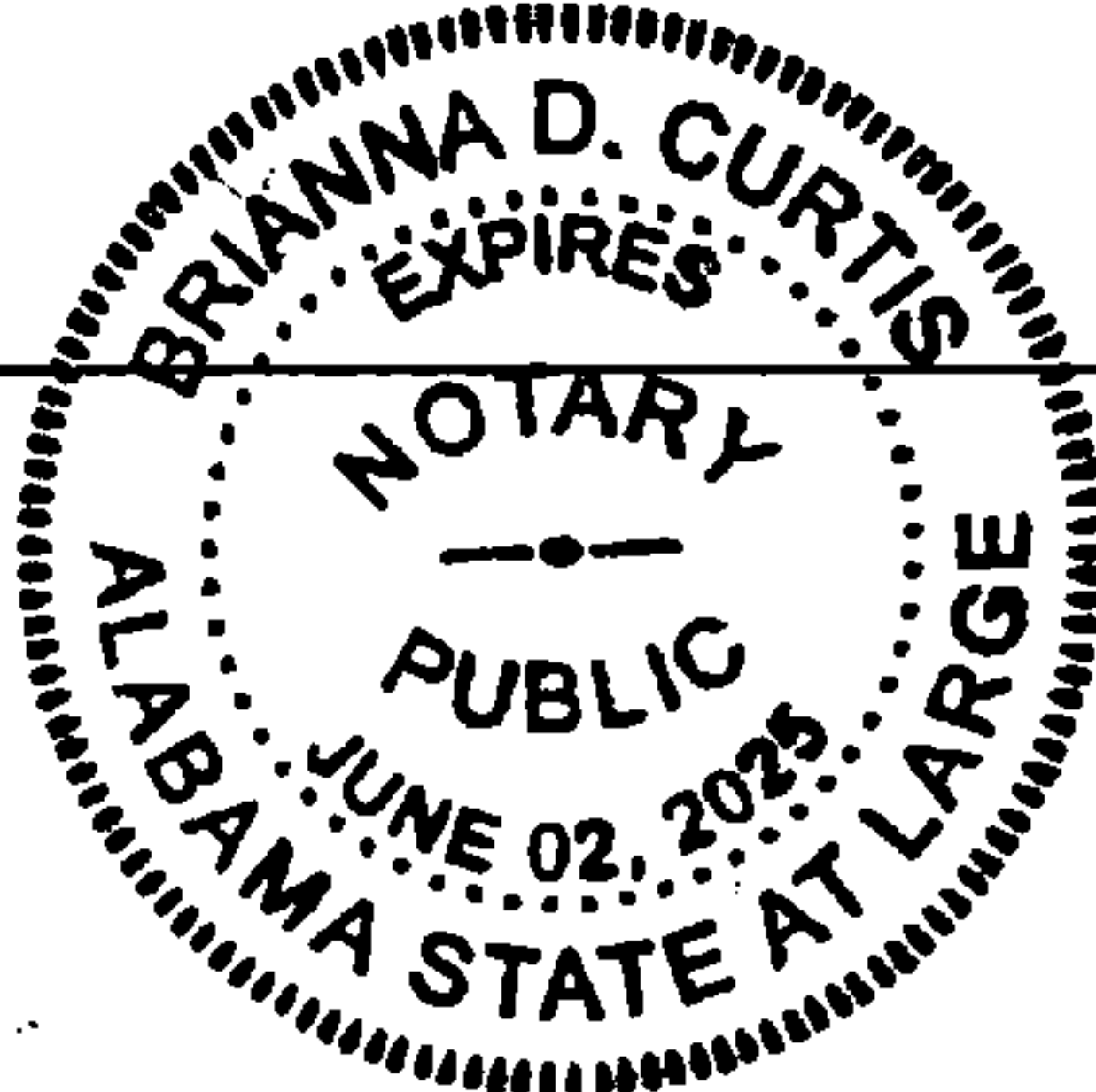
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that GREGORY P. SCOTT, an unmarried individual, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Modification, he or she executed the same voluntarily on the day the same bears date.
Given under my hand and official seal this 10th day of May, 20 23.

Brianna D. Curtis
Notary Public

My commission expires June 02, 2025

LENDER ACKNOWLEDGMENT

STATE OF Alabama)
COUNTY OF Shelby) SS



I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Cyndel Brown whose name as Branch Sales Manager of CB&S Bank is signed to the foregoing Modification and who is known to me, acknowledged before me on this day that, being informed of the contents of the Modification of Mortgage, he or she, in his or her capacity as such Branch Sales Manager CB&S Bank, executed the same voluntarily on the day same bears date.
Given under my hand and official seal this 17th day of May, 20 23.

Brianna D. Curtis
Notary Public

My commission expires June 02, 2025