


TC

WHEN RECORDED MAIL TO:
SERVISFIRST BANK
2500 WOODCREST PLACE
BIRMINGHAM, AL 35209



20230726000223020 1/3 \$535.25
Shelby Cnty Judge of Probate, AL
07/26/2023 10:59:09 AM FILED/CERT

SEND TAX NOTICES TO:
JEFFERY L. MORGAN
KIMBERLY SWINNEY MORGAN
290 HIGHLAND PARK DR
BIRMINGHAM, AL 35242

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE



*000000000100110659%0740%07102023%*****

THIS MODIFICATION OF MORTGAGE dated July 10, 2023, is made and executed between JEFFERY LEE MORGAN, whose address is 290 HIGHLAND PARK DR, BIRMINGHAM, AL 35242 and KIMBERLY SWINNEY MORGAN aka KIMBERLY D. SWINNEY, whose address is 2920 HIGHLAND PARK DRIVE, BIRMINGHAM, AL 35242-0000; Married (referred to below as "Grantor") and ServisFirst Bank, whose address is 2500 WOODCREST PLACE, BIRMINGHAM, AL 35209 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated March 29, 2016 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

The principal amount of the Mortgage, which was \$300,000.00 (on which any required taxes already have been paid), now is increased to \$637,500.00. Current amount of indebtedness is \$267,752.28.

REAL PROPERTY DESCRIPTION: The Mortgage covers the following described real property located in SHELBY County, State of Alabama:
See EXHIBIT A, which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 290 HIGHLAND PARK DR, BIRMINGHAM, AL 35242.

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

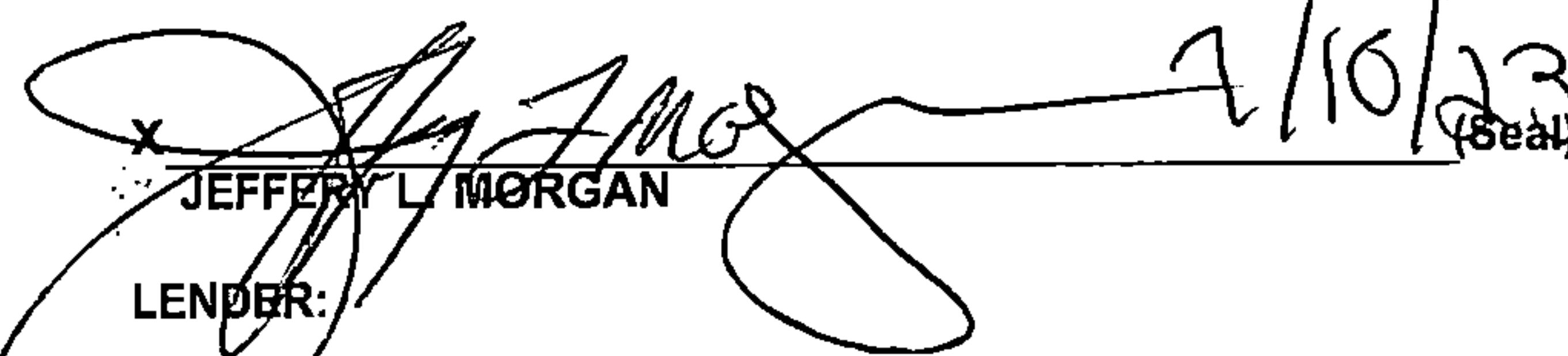
MORTGAGE RECORDED MAY 2, 2016 INSTRUMENT NUMBER 20160502000143760 IN SHELBY COUNTY, ALABAMA.

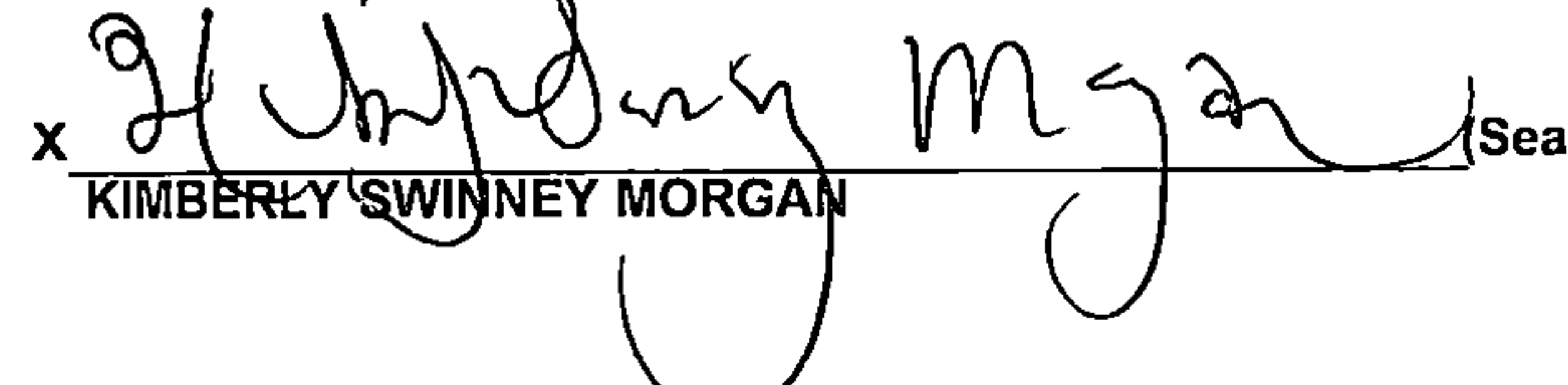
CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right 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 endorser 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 hereby ratifies and affirms that Grantor's liability shall continue in full force and effect through and including the Note's now extended maturity date and that Grantor has no defenses, setoffs, or other claims against Lender arising out of this credit facility. If it is determined that any other person or entity other than Lender shall have a lien, encumbrance, or claim of any type which has a legal priority over any term of this Modification, the original terms of the Note and Mortgage shall be severable from this Modification and separately enforceable from the terms thereof as modified hereby in accordance with their original terms, and Lender shall maintain all legal or equitable priorities which were in existence before the date of execution of this Modification. It is understood by and is the intention of the parties hereto that any legal or equitable priorities of Lender over any party which were in existence before the date of execution of this Modification shall remain in effect after the execution of this Modification.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JULY 10, 2023.

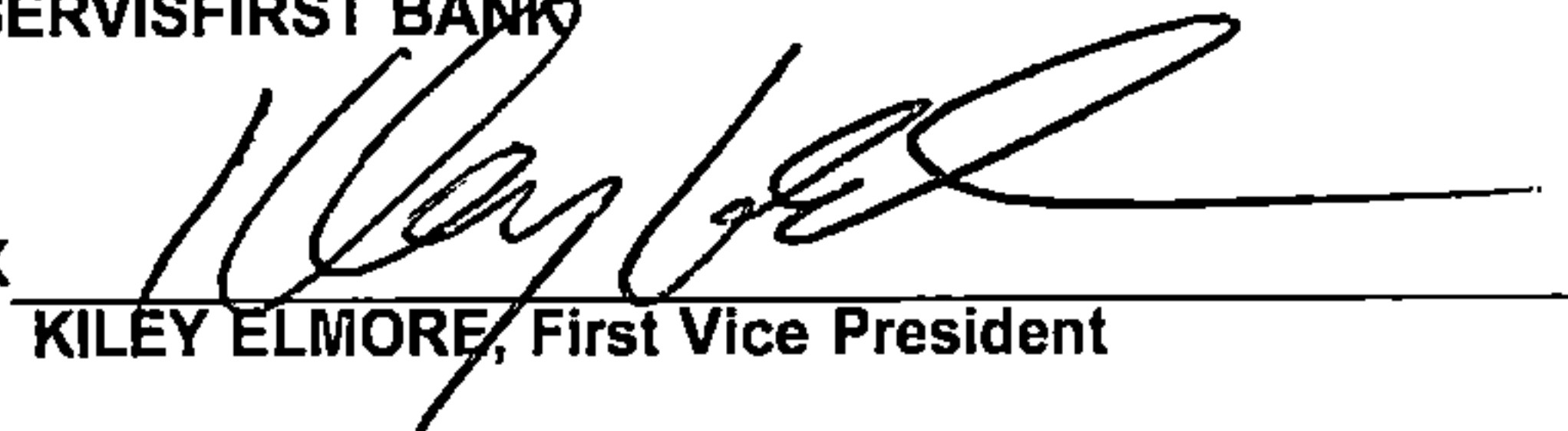
THIS MODIFICATION IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MODIFICATION IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

GRANTOR:

X  7/10/23 (Seal)
JEFFERY L. MORGAN

X  (Seal)
KIMBERLY SWINNEY MORGAN

LENDER:

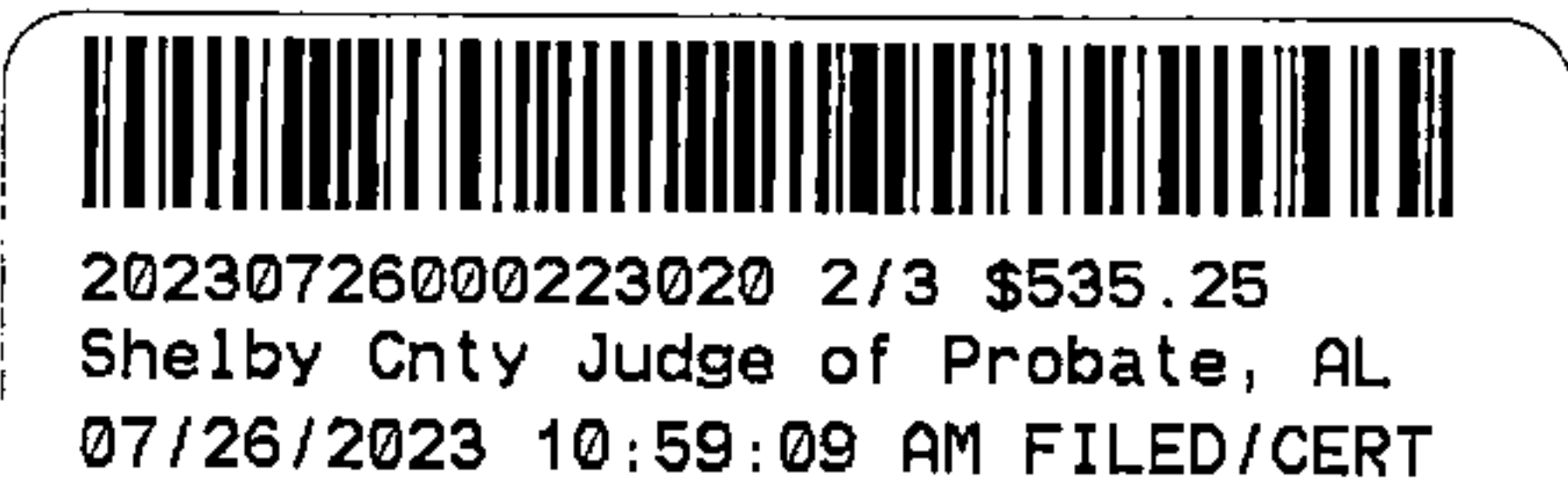
SERVISFIRST BANK
X  (Seal)
KILEY ELMORE, First Vice President

This Modification of Mortgage prepared by:

Name: LAUREN VINES
Address: 2500 WOODCREST PLACE
City, State, ZIP: BIRMINGHAM, AL 35209

INDIVIDUAL ACKNOWLEDGMENT

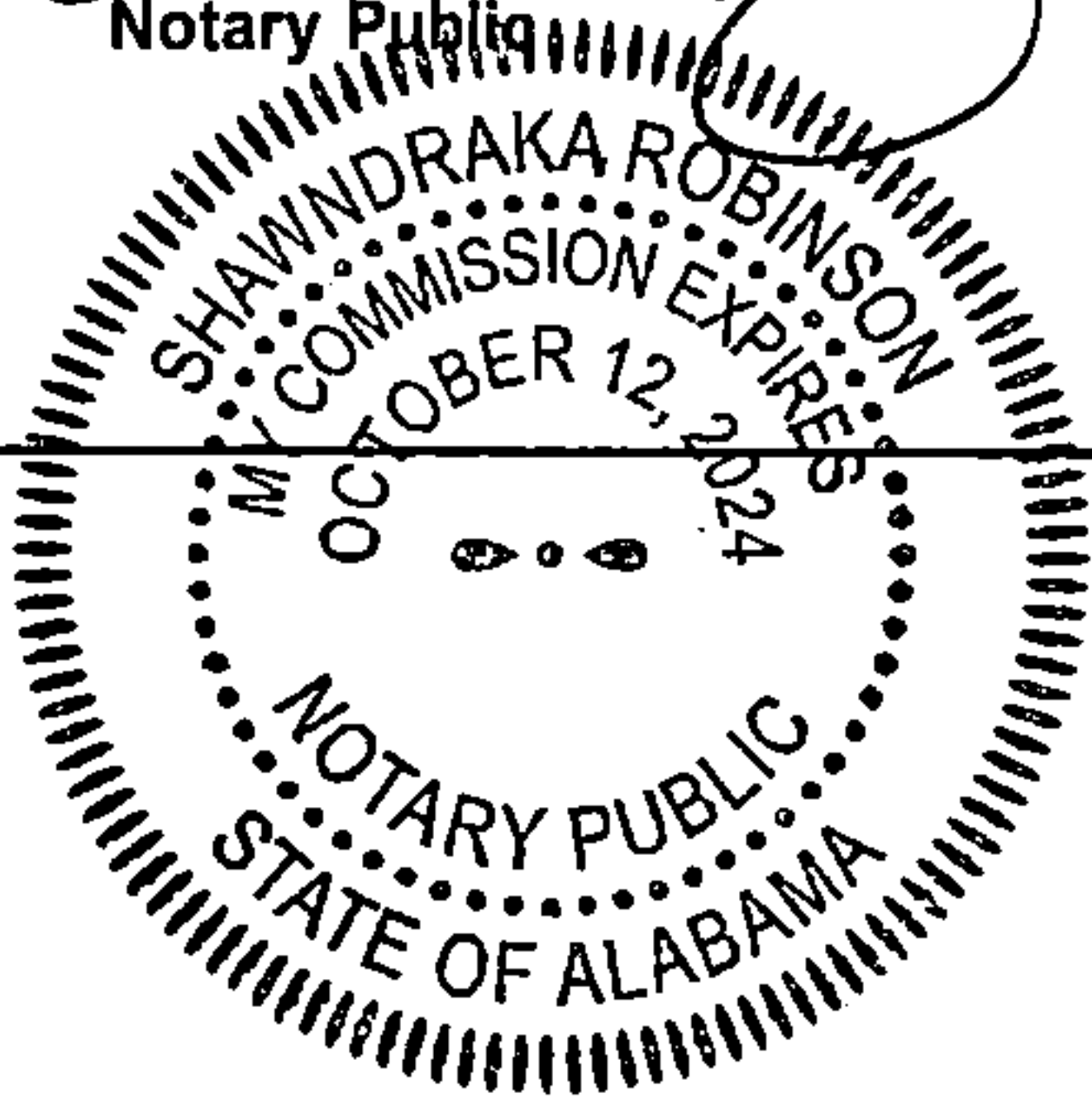
STATE OF Alabama)
COUNTY OF Jefferson) SS
)



I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **JEFFERY L. MORGAN and KIMBERLY SWINNEY MORGAN, Married**, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of said Modification, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 10th day of July, 2023
Shawndra Robinson
Notary Public

My commission expires 10/12/2024



LENDER ACKNOWLEDGMENT

STATE OF Alabama)
COUNTY OF Jefferson) SS
)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **KILEY ELMORE** whose name as **First Vice President of ServisFirst 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 **First Vice President of ServisFirst Bank**, executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 10th day of July, 2023
Shawndra Robinson
Notary Public

My commission expires 10/12/2024





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EXHIBIT A

Lot 1724-A, according to the Map of Highland Lakes, 17th Sector, Phase I, an Eddleman Community, as recorded in Map Book 27, Page 90, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Together with nonexclusive easement to use the private roadways, Common Area all as more particularly described in the Declaration of Easements and Master Protective Covenants for Highland Lakes a Residential Subdivision, recorded in Instrument: #1994-07111 and amended in Instrument # 1996-17543 and amended in Instrument: #1999-31095 in the Probate Office of Shelby County, Alabama, and the Declaration of Covenants, Conditions and Restrictions for Highland Lakes, a Residential Subdivision, 17th Sector, recorded as Instrument No. 2000-41317 in the Probate Office of Shelby County, Alabama (which, together with all amendments thereto, is hereinafter collectively referred to as, the "Declaration")