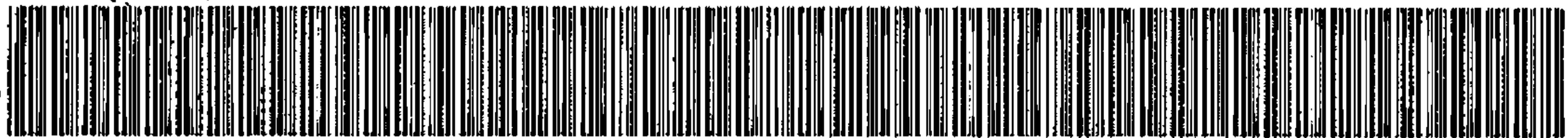


WHEN RECORDED MAIL TO:
SERVISFIRST BANK
2500 WOODCREST PLACE
BIRMINGHAM, AL 35209

SEND TAX NOTICES TO:
AMY M GARNER
JOSEPH N GARNER
5108 GREYSTONE WAY
BIRMINGHAM, AL 35242

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE 9277358-03



*000000000100154210%0740%07312025%*****

THIS MODIFICATION OF MORTGAGE dated July 31, 2025, is made and executed between AMY M GARNER, whose address is 5108 GREYSTONE WAY, BIRMINGHAM, AL 35242 and JOSEPH N GARNER, whose address is 5108 GREYSTONE WAY, BIRMINGHAM, AL 35242; Wife and Husband (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 July 22, 2024 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

Recorded on 08/15/2024 in Instrument 20240815000254570.

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 5108 GREYSTONE WAY, BIRMINGHAM, AL 35242.

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

The principal amount of the Mortgage, which was \$100,000.00 (on which any required taxes already have been paid), now is increased to \$150,000.00. Current amount of indebtedness is \$43,545.94.

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 31, 2025.

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  (Seal)
AMY M GARNER

X  (Seal)
JOSEPH N GARNER

LENDER:

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

This Modification of Mortgage prepared by:

Name: WILLIAM KENT
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 **AMY M GARNER and JOSEPH N GARNER, Wife and Husband**, 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 1st day of August, 2025
Benita M Smith
Notary Public

My commission expires 8/6/2028



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 1st day of August, 2025
Benita M Smith
Notary Public

My commission expires 8/6/2028

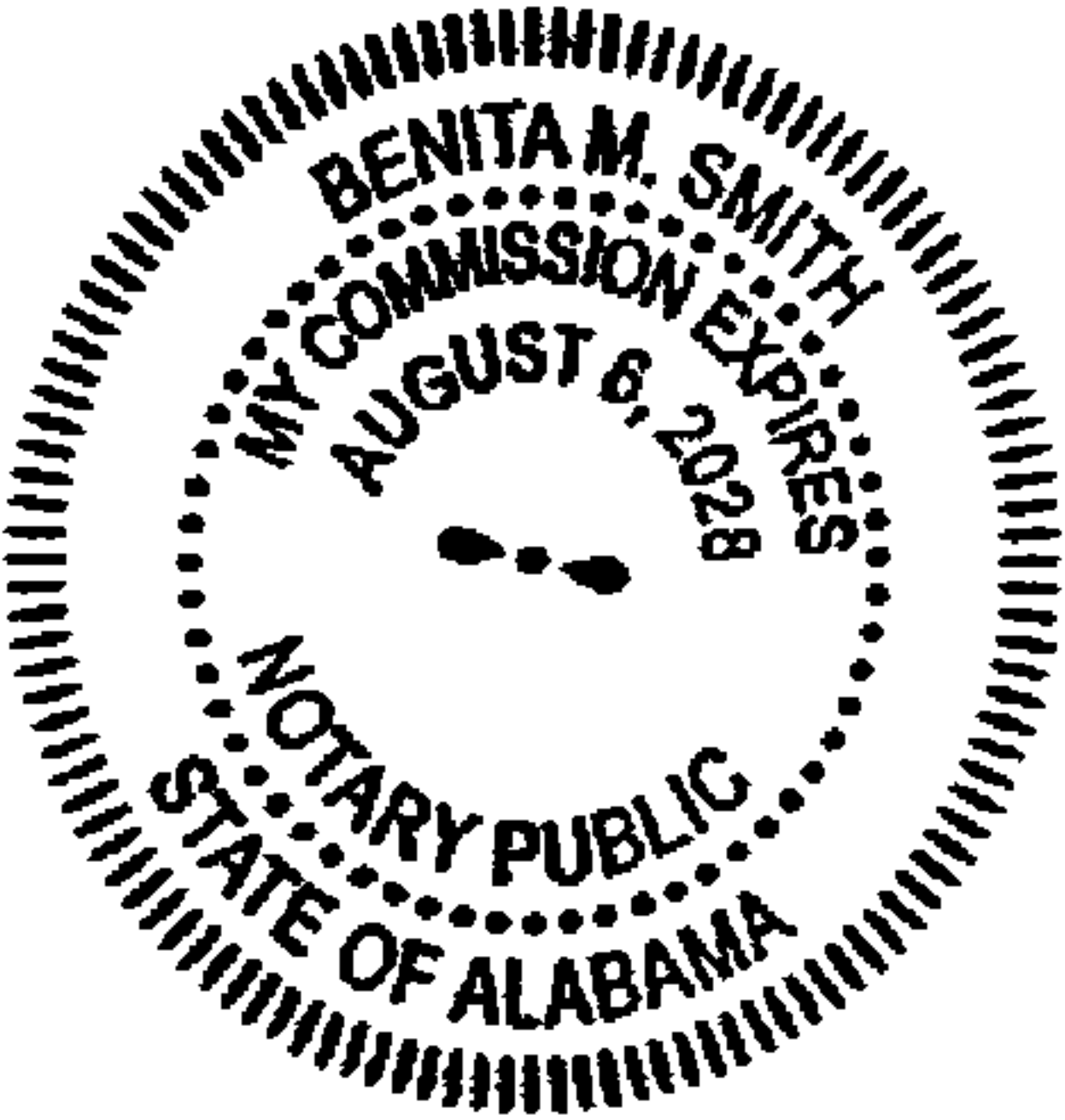


EXHIBIT A

THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED IN SHELBY, COUNTY, ALABAMA, TO WIT;

LOT 23, ACCORDING TO THE SURVEY OF GREYSTONE, 4TH SECTOR, AS RECORDED IN MAP BOOK 16, PAGE 89 A, B AND C, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, AND TOGETHER WITH THE NON-EXCLUSIVE EASEMENT TO USE THE PRIVATE ROADWAYS, COMMONS AREAS AND HUGH DANEIL DRIVE, ALL AS MORE PARTICULARLY DESCRIBED IN. THE GREYSTONE RESIDENTIAL DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS DATED NOVEMBER 6, 1990 AND RECORDED IN REAL 317, PAGE 260, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, AND ALL AMENDMENTS THERETO.

SUBJECT TO:

- 1. BUILDING SETBACK LINES PURSUANT TO THE TERMS OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED IN REAL 317, PAGE 260, AS AMENDED.**
- 2. TITLE TO ALL MINERALS WITHIN AND UNDERLYING THE PREMISES, TOGETHER WITH ALL MINING RIGHTS AND OTHER RIGHTS, PRIVILEGES AND IMMUNITIES RELATING THERETO, INCLUDING RIGHTS SET OUT IN DEED BOOK 60, PAGE 260; DEED BOOK 51, PAGE 544; DEED BOOK 4, PAGE 527, AND DEED BOOK 121, PAGE 294, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.**
- 3. COVENANTS RELEASING PREDECESSOR IN TITLE FROM ANY LIABILITY ARISING FROM SINKHOLES, LIMESTONE FORMATIONS, SOIL CONDITIONS OR ANY OTHER KNOWN OR UNKNOWN SURFACE OR SUBSURFACE CONDITIONS THAT MAY NOW OR HEREAFTER EXIST OR OCCUR OR CAUSE DAMAGE TO SUBJECT PROPERTY, AS SHOWN BY INSTRUMENT RECORDED IN MAP BOOK 20, PAGE 93, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.**
- 4. AMENDED AND RESTATED RESTRICTIVE COVENANTS AS SET OUT IN INSTRUMENT RECORDED IN REAL 265, PAGE 96, IN THE**

PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

5. COVENANT AND AGREEMENT FOR WATER SERVICE AS SET OUT IN AN AGREEMENT RECORDED IN REAL BOOK 235, PAGE 574, AND AMENDED BY AGREEMENT RECORDED IN INST. NO 1993-20840 AND INST. NO. 1992-20786, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

6. RECIPROCAL EASEMENT AGREEMENT PERTAINING TO ACCESS AND ROADWAY EASEMENTS AS SET OUT IN REAL 312, PAGE 274; 1ST AMENDMENT IN REAL 317, PAGE 523, AND 2ND AMENDMENT IN INST. NO.1993-3124, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

7. GREYSTONE RESIDENTIAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AS RECORDED IN REAL 317, PAGE 260, AND AMENDED BY AFFIDAVIT IN REAL 319, PAGE 235, AND AS FURTHER AMENDED BY FIRST AMENDMENT DATED JUNE 6, 1991, AND RECORDED IN REAL 346, PAGE 942, SECOND AMENDMENT RECORDED IN REAL378, PAGE 904, THIRD AMENDMENT RECORDED IN REAL 397, PAGE 958, FOURTH AMENDMENT RECORDED IN INST. NO 1992-17890, FIFTH AMENDMENT IN INST. NO.1993-3123, SIXTH AMENDMENT IN INST. NO.1993-10163, SEVENTH AMENDMENT IN INST. NO. 1993-15932, EIGHTH AMENDMENT IN INST. NO. 1993-20968, NINTH AMENDMENT RECORDED IN INST. NO.1993-32840, TENTH AMENDMENT IN INST. NO 1994-23329, ELEVENTH AMENDMENT IN INST. NO. 1995-8111, TWELFTH AMENDMENT RECORDED IN INST. NO. 1993-24267, THIRTEENTH AMENDMENT RECORDED IN INST. NO 1995-34231, FOURTEENTH AMENDMENT IN INST. NO 1996-19860, FIFTEENTH AMENDMENT RECORDED IN INST.NO 1996-37514, SIXTEENTH AMENDMENT RECORDED IN INST. NO 1996-39737, AND SEVENTEENTH AMENDMENT RECORDED IN INST. NO 1997-2534, AND AS SHOWN BY MAP BOOK 20, PAGE 93, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

8. CABLE AGREEMENT BETWEEN DANIEL OAK MOUNTAIN LIMITED PARTNERSHIP AND SHELBY CABLE, INC. AS RECORDED IN REAL 350, PAGE 545, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

9. TRANSMISSION LINE PERMIT TO ALABAMA POWER COMPANY AS SHOWN BY INSTRUMENTS RECORDED IN DEED BOOK 139,

PAGE 124 AND DEED BOOK 138, PAGE 595, IN THE PROBATE
OFFICE OF SHELBY COUNTY, ALABAMA.

10. EASEMENT FOR INGRESS AND EGRESS AS SET OUT IN REAL
265, PAGE 316, IN THE PROBATE OFFICE OF SHELBY COUNTY,
ALABAMA.

11. UTILITY EASEMENT AGREEMENT AS SHOWN IN INST. NO
1993-25946, IN THE PROBATE OFFICE OF SHELBY COUNTY,
ALABAMA.

12. ACCESS EASEMENT AGREEMENT AS SET OUT BY INST. NO
1993-25945, IN THE PROBATE OFFICE OF SHELBY COUNTY,
ALABAMA.

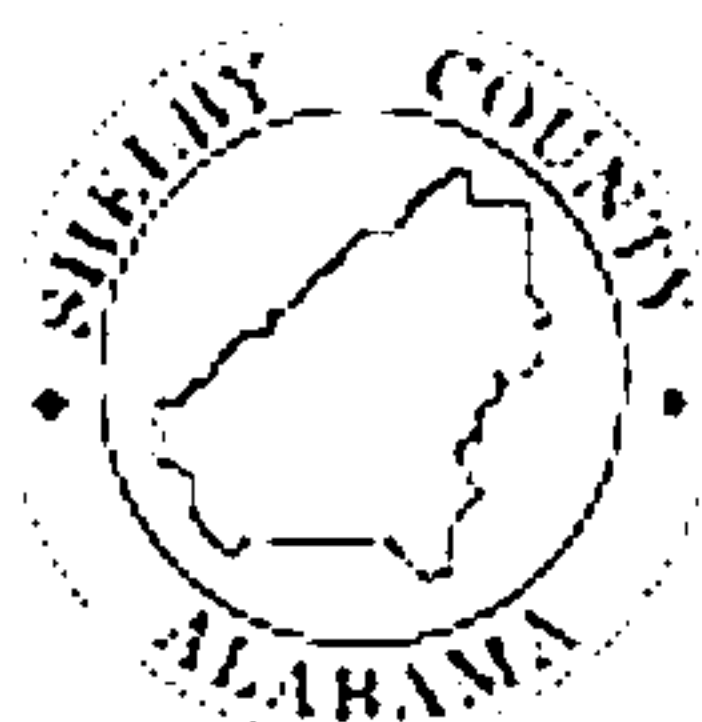
13. RELEASE OF DAMAGES, RESTRICTIONS, MODIFICATIONS,
COVENANTS, CONDITIONS, RIGHTS, PRIVILEGES, IMMUNITIES,
AND LIMITATIONS, AS APPLICABLE, AS SET OUT IN INST. NO
1996-2849, IN THE PROBATE OFFICE OF SHELBY COUNTY,
ALABAMA.

THIS BEING THE SAME PROPERTY CONVEYED TO JENNIFER A.
GARNER AND JOSEPH N. GARNER, WIFE AND HUSBAND, DATED
04/19/2024 AND RECORDED ON 04/22/2024 IN INSTRUMENT NO.
20240422000115020, IN THE SHELBY COUNTY RECORDERS OFFICE.

PARCEL NO. 03 8 28 0 001 006.012

Order Number: 9277358

Address: 5108 GREYSTONE WAY, HOOVER, AL



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
08/22/2025 01:37:09 PM
\$109.00 BRITTANI
20250822000258910

Alli S. Bayl