

43% Jefferson County  
57% Shelby County

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Space Above This Line For Recording Data

This instrument was prepared by Alison G Lubin, Central State Bank, P.O. Box 180, Calera, AL 35040

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## MODIFICATION OF MORTGAGE

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**DATE AND PARTIES.** The date of this Real Estate Modification (Modification) is September 26, 2025. The parties and their addresses are:

**MORTGAGOR:**

LUIS EDUARDO CLAROS  
TOMAS CLAROS  
Husband and Wife  
932 RIVERCHASE PKWY W  
BIRMINGHAM, AL 35244

**LENDER:**

CENTRAL STATE BANK  
Organized and existing under the laws of Alabama  
PO Box 180  
Calera, AL 35040

**1. BACKGROUND.** Mortgagor and Lender entered into a security instrument dated August 18, 2023 and recorded on August 23, 2023 (Security Instrument). The Security Instrument was recorded in the records of SHELBY County, Alabama at Instrument No #20230823000253490 and JEFFERSON County Alabama at Inst # 2023077271 and covered the following described Property:

The property is located in Shelby County at 932 Riverchase Pkwy, Hoover, Alabama 35244 (Homestead of mortgagors) and in Jefferson County at 221 W Valley Ave, Homewood, Alabama 35209 (Not the homestead of mortgagors)

**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. Maximum Obligation Limit.** The maximum obligation provision of the Security Instrument is modified to read:

(1) Maximum Obligation Limit. The total principal amount secured by this Security Instrument at any one time and from time to time will not exceed \$350,000.00. Any limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms

of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

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

(1) Secured Debts and Future Advances. 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, dated August 18, 2023, from Mortgagor to Lender, with a modified maximum credit limit of \$350,000.00.

(b) Future Advances. All future advances from Lender to Mortgagor under the Specific Debts executed by Mortgagor in favor of Lender after this Security Instrument. If more than one person signs this Security Instrument, each agrees that this Security Instrument will secure all future advances that are given to Mortgagor either individually or with others who may not sign this Security Instrument. All future advances are secured by this Security Instrument even though all or part may not yet be advanced. All future advances are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future advances in any amount. Any such commitment must be agreed to in a separate writing

(c) 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.

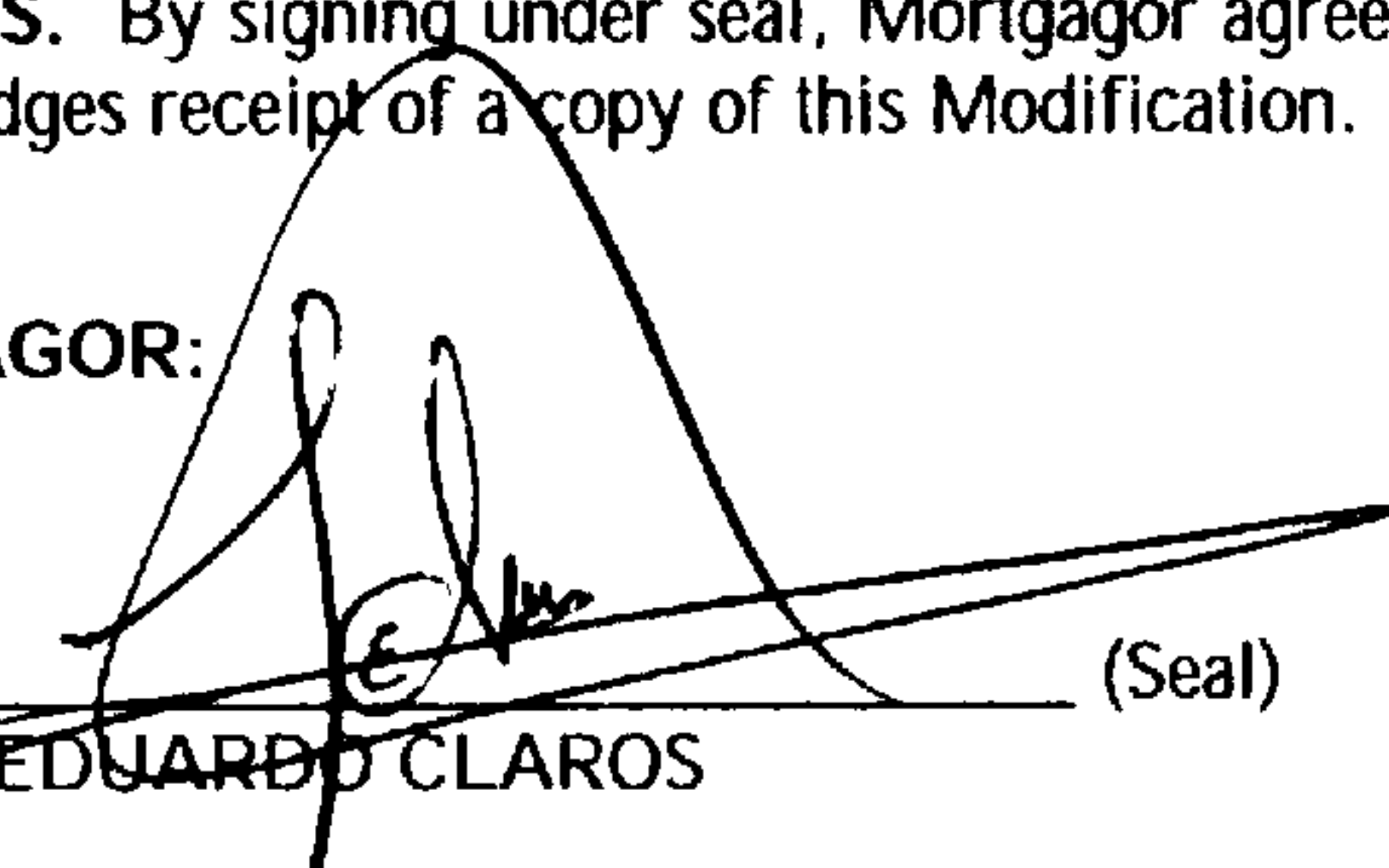
(d) Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

**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.

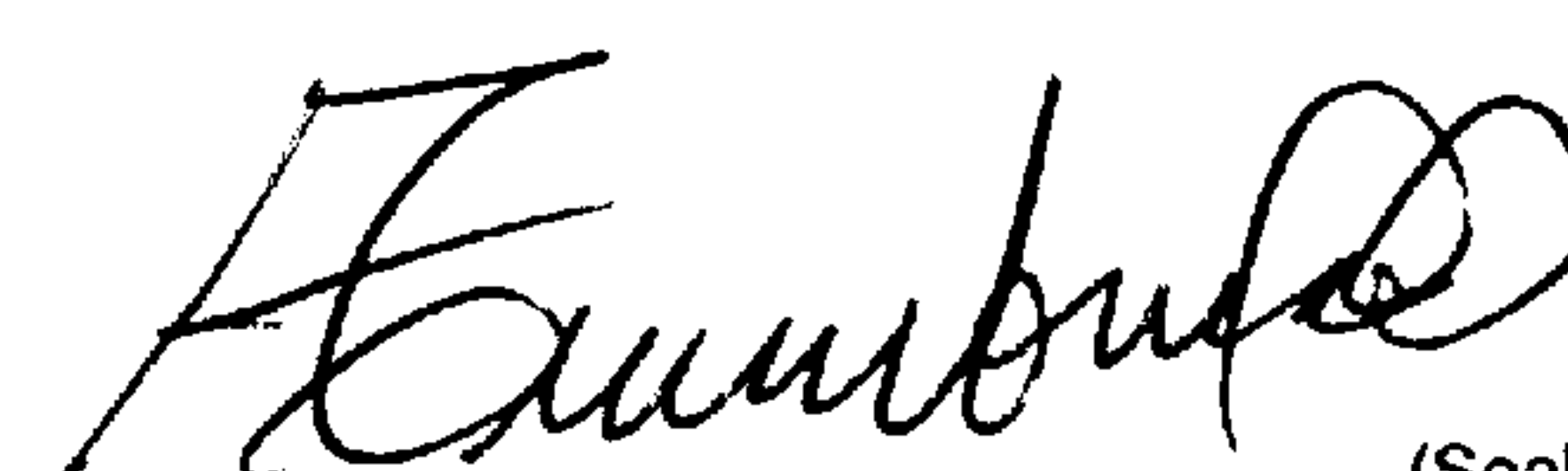
**SIGNATURES.** By signing under seal, Mortgagor agrees to the terms and covenants contained in this Modification. Mortgagor also acknowledges receipt of a copy of this Modification.

**MORTGAGOR:**

  
(Seal)

LUIS EDUARDO CLAROS

Date 09-26-2025

  
(Seal)

TOMAS CLAROS

Date 9/26/25

**LENDER:**

Central State Bank

By  (Seal)  
DAVID COMER, SENIOR VICE PRESIDENT

Date 9/24/2025

\_\_\_\_\_  
(Attest)

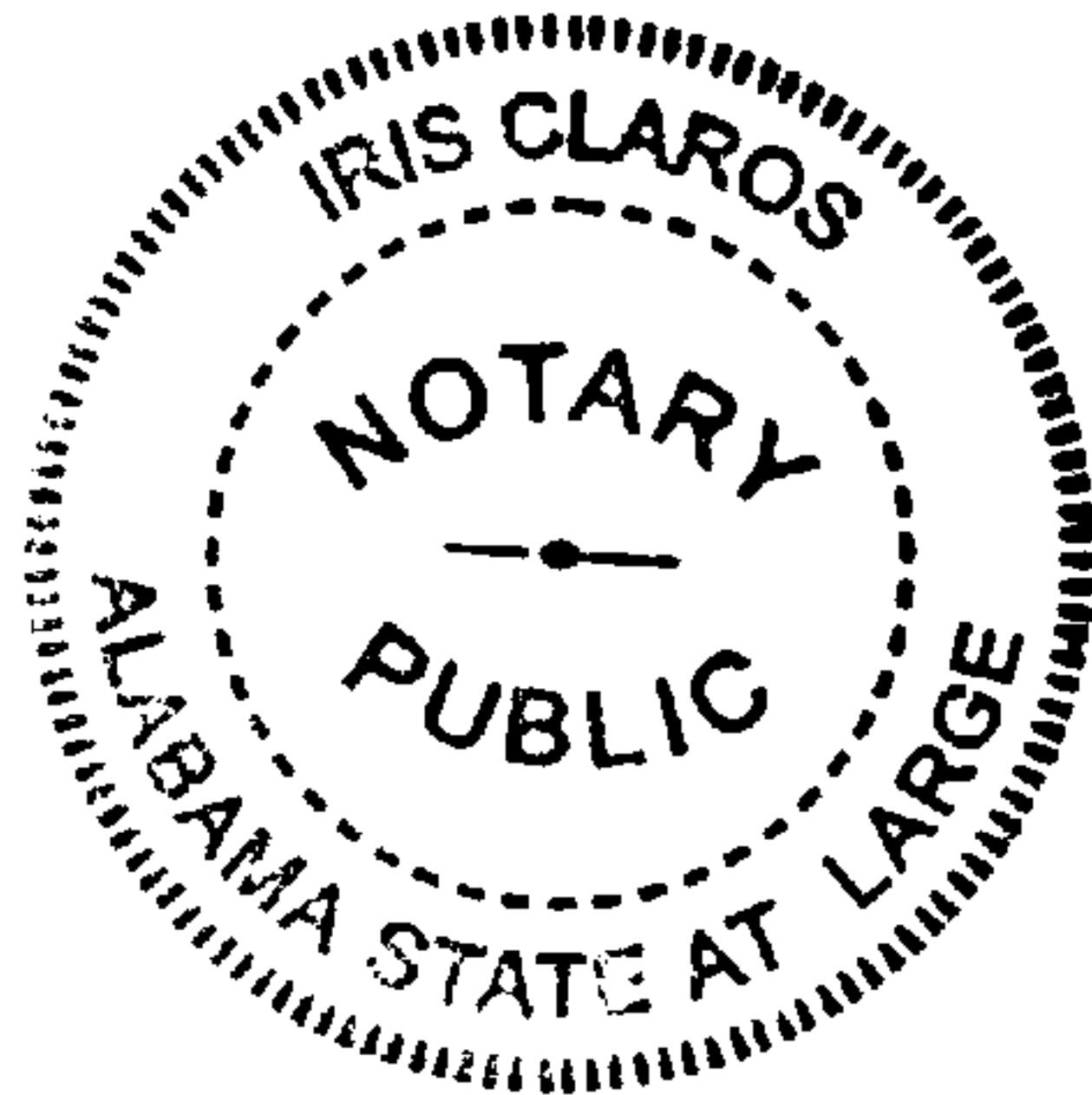
**ACKNOWLEDGMENT.**

STATE \_\_\_\_\_ OF ALABAMA \_\_\_\_\_, COUNTY \_\_\_\_\_ OF STEAR ss.

I, IRIS CLAROS, a notary public, hereby certify that LUIS EDUARDO CLAROS and TOMAS CLAROS, husband and wife, 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 28 day of SEPTEMBER, 2025.

My commission expires: 04-21-2027

  
(Notary Public)



(Lender Acknowledgment)

STATE \_\_\_\_\_ OF ALABAMA \_\_\_\_\_, COUNTY \_\_\_\_\_ OF SHELBY \_\_\_\_\_ ss.

I, Alison A. Rubin, a notary public, in and for said County in said State, hereby certify that DAVID COMER, whose name(s) as SENIOR VICE PRESIDENT of Central State Bank, 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 26 day of SEPTEMBER, 2025.

My commission expires:

Alison A. Rubin  
(Notary Public)

**Exhibit "A"**

**Property 1:**

**Lot 2, according to the Amended Map of First Addition to Riverchase Country Club Residential Subdivision, as recorded in Map Book 7, Page 115, in the Office of the Judge of Probate of Shelby County Alabama.**

**Property 2:**

**Lot 2, according to the Survey of Henderson's Addition to Homewood, as recorded in Map Book 134, Page 33, in the Office of the Judge of Probate of Jefferson County, Alabama.**



**Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
10/02/2025 01:28:06 PM  
\$94.00 BRITTANI  
20251002000304340**

*Allen S. Bayl*