

AC 9525557

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11/21/2025 01:13:48 PM  
MORTAMEN 1/3

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

SEND TAX NOTICES TO:  
CHARLES JOSEPH TUDISCO, JR. REVOCABLE LIVING TRUST,  
DATED THE 1ST DAY OF FEBRUARY, 2018

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

9525557-04

**MODIFICATION OF MORTGAGE**



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**THIS MODIFICATION OF MORTGAGE** dated October 31, 2025, is made and executed between CHARLES TUDISCO and KATRINA Y. TUDISCO, not personally but as Trustees on behalf of CHARLES JOSEPH TUDISCO, JR. REVOCABLE LIVING TRUST, DATED THE 1ST DAY OF FEBRUARY, 2018, whose address is 4029 Water Willow Ln, Hoover, AL 35244; Husband and Wife (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 May 24, 2024 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

Recorded on 06/18/2024 in Instrument 20240618000182570.

**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 4029 WATER WILLOW LN, HOOVER, AL 35244.

**MODIFICATION.** Lender and Grantor hereby modify the Mortgage 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 \$400,000.00. Current amount of indebtedness is \$296,099.37.

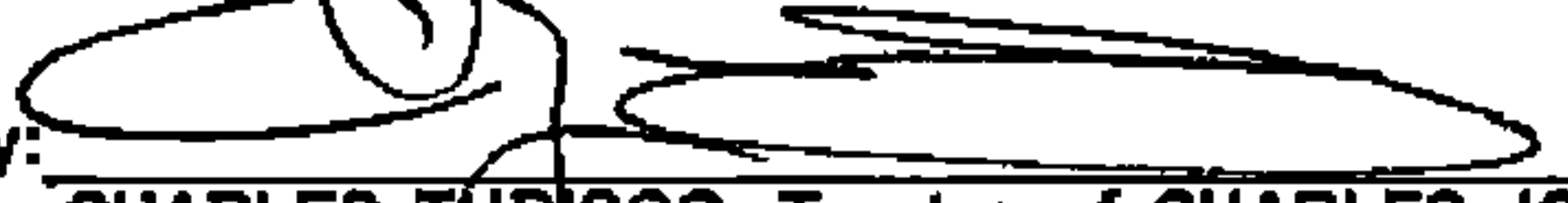
**CONTINUING VALIDITY.** Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's 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 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 OCTOBER 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:

CHARLES JOSEPH TUDISCO, JR. REVOCABLE LIVING TRUST, DATED THE 1ST DAY OF FEBRUARY, 2018

By:  (Seal)  
CHARLES TUDISCO, Trustee of CHARLES JOSEPH TUDISCO, JR. REVOCABLE LIVING TRUST, DATED THE 1ST DAY OF FEBRUARY, 2018

By:  (Seal)  
KATRINA Y. TUDISCO, Trustee of CHARLES JOSEPH TUDISCO, JR. REVOCABLE LIVING TRUST, DATED THE 1ST DAY OF FEBRUARY, 2018

LENDER:

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

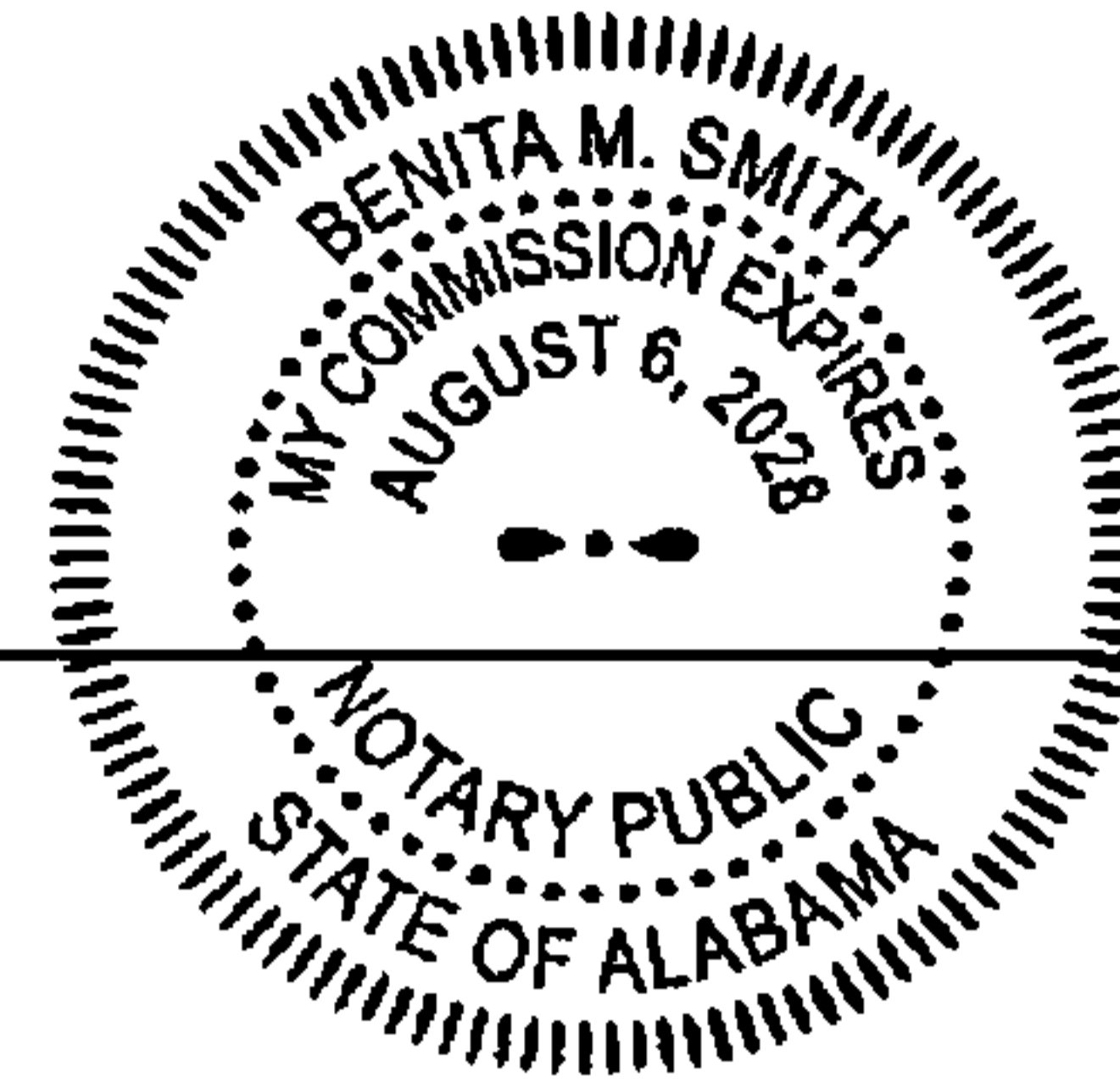
**MODIFICATION OF MORTGAGE  
(Continued)**

Loan No: 100153519

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This Modification of Mortgage prepared by:

Name: WILLIAM KENT  
Address: 2500 WOODCREST PLACE  
City, State, ZIP: BIRMINGHAM, AL 35209



**TRUST ACKNOWLEDGMENT**

STATE OF Alabama )  
 ) SS  
COUNTY OF Jefferson )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that CHARLES TUDISCO, Trustee of CHARLES JOSEPH TUDISCO, JR. REVOCABLE LIVING TRUST, DATED THE 1ST DAY OF FEBRUARY, 2018 and KATRINA Y. TUDISCO, Trustee of CHARLES JOSEPH TUDISCO, JR. REVOCABLE LIVING TRUST, DATED THE 1ST DAY OF FEBRUARY, 2018, a trust, are signed to the foregoing Modification and who are known to me, acknowledged before me on this day that, being informed of the contents of said Modification of Mortgage, they, as such authorized trustees or agents and with full authority, executed the same voluntarily for and as the act of said trust.

Given under my hand and official seal this 31<sup>st</sup> day of October, 2025.

Benita M. Smith  
Notary Public

My commission expires 8/6/2028

**LENDER ACKNOWLEDGMENT**

STATE OF Alabama )  
 ) SS  
COUNTY OF Jefferson )

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 31<sup>st</sup> day of October, 2025.

Benita M. Smith  
Notary Public

My commission expires 8/6/2028



**EXHIBIT A**

THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED IN SHELBY COUNTY, ALABAMA:

LOT 3014, ACCORDING TO THE SURVEY OF RIVERCHASE COUNTRY CLUB, 30TH ADDITION, AS RECORDED IN MAP BOOK 13, PAGE 88A AND B, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

THIS BEING THE SAME PROPERTY CONVEYED TO KATRINA Y. TUDISCO AND HUSBAND, CHARLES J. TUDISCO AS TO A LIFE ESTATE INTEREST AND KATRINA Y. TUDISCO AND CHARLES J. TUDISCO, JR., TRUSTEE OF THE CHARLES JOSEPH TUDISCO, JR. REVOCABLE LIVING TRUST, DATED THE 1ST DAY OF FEBRUARY, 2018, AS TENANTS IN COMMON, AS TO THE REMAINDER INTEREST, DATED 09/15/2023 AND RECORDED ON 09/18/2023 IN INSTRUMENT NO. 20230918000278850, IN THE SHELBY COUNTY RECORDERS OFFICE.

PARCEL NO. 11 7 35 0 002 015.000

Order Number: 9525557

Address: 4029 WATER WILLOW LANE, HOOVER, AL



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
11/21/2025 01:13:48 PM  
\$179.00 JOANN  
20251121000358050

*Alli S. Boyd*