

20251201000364750 1/4 \$104.50 Shelby Cnty Judge of Probate, AL 12/01/2025 08:53:15 AM FILED/CERT

SEND TAX NOTICES TO:

DARIN MYERS
LANA MYERS
5220 SOUTH SHADES CREST RD
BESSEMER AL 35022

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

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THIS MODIFICATION OF MORTGAGE dated November 14, 2025, is made and executed between DARIN MYERS, whose address is 5220 SOUTH SHADES CREST RD, BESSEMER, AL 35022 and LANA MYERS, whose address is 5220 SOUTH SHADES CREST RD, BESSEMER, AL 35022; 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 August 9, 2024 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

Recorded on 08/26/2024 in Instrument # 20240828000264920.

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 6220 SOUTH SHADES CREST RD, BESSEMER, AL 35022.

MODIFICATION, Lender and Granter hereby modify the Mortgage as follows:

The principal amount of the Mortgage, which was \$60,000.00 (on which any required taxes already have been paid), now is increased to \$109,000.00. Current amount of indebtedness is \$36,980.45.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and affect 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 Morigage 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, shalf 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 daims against Lender; ansing out of this credit facility. If it is determined that any other person or entity other than Lender shall have a llen's 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 betole 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 NOVEMBER 14, 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:

HARIN MYERS SOB

Ma M

____(Seal)

LENDER:

SERVISFIRST, BANK

, Man

KILEY ELMORE, Pirst Vice President

This Modification of Mortgage prepared by:

Name: WILLIAM KENT Address: 2500 WOODCREST PLACE City, State, ZIP: BIRMINGHAM, AL 35208

(Seal)

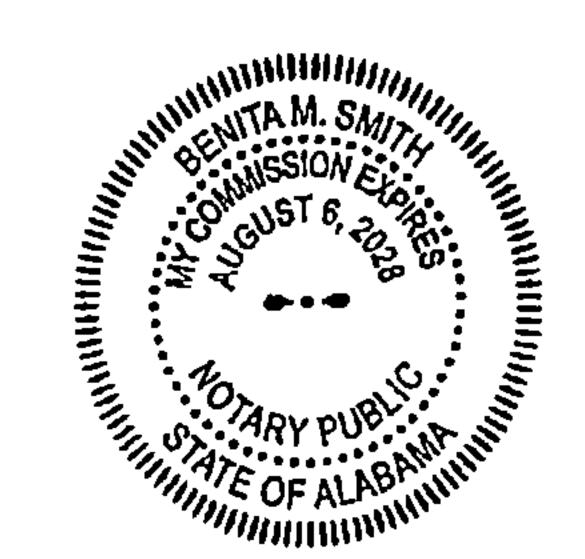
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My commission expires 8/6/2028

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Loan No: 100154475	MODIFICATION OF MORTGAGE (Continued)	Page 2
		= 33
<u></u>	INDIVIDUAL ACKNOWLEDGMENT	
STATE OF	<u> </u>	NOTARY PROPERTY. STATE OF ALTHURING
COUNTY OF) SS)	
and Wife whose names are signed to the t	in and for said county in said state, hereby certify that foregoing instrument, and who are known to me, acknown they executed the same voluntarity on the day the same in the day the day the same in the day	ne bears date.
Given under my hand and official seal this _	14th day of Yovember	20,70
	- Jenitall	onute
My commission expires 8 6 707	<u>8</u>	Notary Public
	LENDER ACKNOWLEDGMENT	
STATE OF Mahama	}	-
COUNTY OF Jefferm) SS }	
I, the undersigned authority, a Notary Public President of ServisFirst Bank is signed to the informed of the contents of the Modification	ic in and for said county in said state, hereby certify the ne foregoing Modification and who is known to me, acknown of Mortgage, he or she, in his or her capacity as state the day of	ch First Vice President of ServisFirst Bank,

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EXHIBIT A

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

BEGINNING AT THE NORTHWEST CORNER OF NW 1/4 OF SE 1/4, SECTION 28, TOWNSHIP 20 SOUTH, RANGE 4 WEST, THENCE RUN SOUTH ALONG THE WEST LINE OF SAID NW 1/4 OF SE 1/4 A DISTANCE OF 1312.16 FEET TO POINT OF BEGINNING, CONTINUE SAID COURSE A DISTANCE OF 357.84 FEET, TURN LEFT AN ANGLE OF 140 DEGREES 10 MINUTES A DISTANCE OF 275.0 FEET; TURN LEFT AN ANGLE OF 90 DEGREES 00 MINUTES A DISTANCE OF 229.35 FEET TO POINT OF BEGINNING; BEING IN NW 1/4 OF SE 1/4 AND SW 1/4 OF SE 1/4, SECTION 28, TOWNSHIP 20 SOUTH, RANGE 4 WEST, SHELBY COUNTY, ALABAMA.

ALSO:

COMMENCE AT THE NORTHWEST CORNER OF THE NW 1/4 OF SE 1/4 OF SECTION 28, TOWNSHIP 20 SOUTH, RANGE 4 WEST, SHELBY COUNTY, ALABAMA AND RUN THENCE SOUTHERLY ALONG THE WEST LINE OF SAID 1/4-1/4 SECTION A DISTANCE OF 1,215.00 FEET TO THE POINT OF BEGINNING OF THE PROPERTY BEING DESCRIBED; THENCE CONTINUE ALONG LAST DESCRIBED COURSE A DISTANCE OF 97.16 FEET TO A POINT; THENCE TURN 55 DEGREES 05 MINUTES 13 SECONDS LEFT AND RUN EAST-SOUTHEASTERLY A DISTANCE OF 218.11 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF SOUTH SHADES CREST ROAD (A/K/A SHELBY COUNTY ROAD NO. 2); THENCE TURN 84 DEGREES 20 MINUTES 28 SECONDS LEFT AND RUN NORTHWESTERLY ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 53.82 FEET TO A POINT; THENCE TURN 90 DEGREES 18 MINUTES 43 SECONDS LEFT AND RUN NORTHWESTERLY A DISTANCE OF 280.25 FEET TO THE POINT OF BEGINNING; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

THIS BEING THE SAME PROPERTY CONVEYED TO DARIN G. MYERS AND WIFE, LANA MYERS, AS JOINT TENANTS WITH RIGHT OF

SURVIVORSHIP, DATED 05/20/2011 AND RECORDED ON 06/15/2011 IN INSTRUMENT NO. 20110615000175780, IN THE SHELBY COUNTY RECORDERS OFFICE.

PARCEL NO. 12 8 28 0 000 012.001

Order Number: 9546335

Address: 5220 SOUTH SHADES CREST ROAD, HELENA, AL



Filed and Recorded Official Public Records Judge of Probate, Shelby County Alabama, County

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