



20260303000061470 1/2 \$250.00
Shelby Cnty Judge of Probate, AL
03/03/2026 02:23:18 PM FILED/CERT

RECORDATION REQUESTED BY:

CB&S Bank
PO Box 910
Russellville, AL 35653

WHEN RECORDED MAIL TO:

CB&S Bank
PO Box 910
Russellville, AL 35653

SEND TAX NOTICES TO:

MARK L. DAVID
LESA W. DAVID
3006 KELHAM GROVE WAY
BIRMINGHAM, AL 35242

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE



#####074002232026

Notice: The original principal amount available under the Note (as defined below), which was \$100,000.00 (on which any required taxes already have been paid), now is increased by an additional \$150,000.00.

THIS MODIFICATION OF MORTGAGE dated February 23, 2026, is made and executed between MARK L. DAVID, whose address is 3006 KELHAM GROVE WAY, BIRMINGHAM, AL 35242 and LESA W. DAVID, whose address is 3006 KELHAM GROVE WAY, BIRMINGHAM, AL 35242; as husband and wife (referred to below as "Grantor") and CB&S Bank, whose address is 1301 Doug Baker Blvd., Birmingham , AL 35242 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated August 30, 2024 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

Mortgage recorded on 09-19-2024 in instrument# 20240919000292250 in the Probate Judges Office of Shelby County, AL.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in SHELBY County, State of Alabama:

Lot 7, according to the Survey of The Village at Highland Lakes Kelham Grove Neighborhood, as recorded in Map Book 43, Page 87A & 87B, in the Probate Office of Shelby County, Alabama. Together with nonexclusive easement to use the Common Area all as more particularly described in the Declaration of Easements and Master Protective Covenants for The Village at Highland Lakes, a Residential Subdivision, recorded as Instrument 20060421000186650 in the Probate Office of Shelby County, Alabama, and the Declaration of Covenants, Conditions, and Restrictions for The Village at Highland Lakes, a Residential Subdivision, Kelham Grove Neighborhood, recorded in Instrument 20130613000242820, in the Probate Office of Shelby County, Alabama (which together with all amendments thereto, is hereinafter collectively referred to as the "Declarations").

The Real Property or its address is commonly known as 3006 KELHAM GROVE WAY, BIRMINGHAM, AL 35242.

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

Principal Increase from \$100,000.00 to \$250,000.00. Maturity Date will remain the same.

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 ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED FEBRUARY 23, 2026.

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 Mark L. David (Seal)
MARK L. DAVID

X Lesa W. David (Seal)
LESA W. DAVID

LENDER:

CB&S BANK

X [Signature] (Seal)
Authorized Signer

MODIFICATION OF MORTGAGE
(Continued)

This Modification of Mortgage prepared by:

Name: Katie Frederick, Underwriter
Address: P.O. Box 910
City, State, ZIP: Russellville, AL 35653

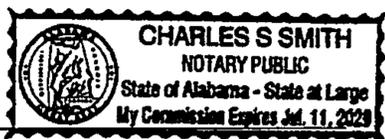
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INDIVIDUAL ACKNOWLEDGMENT

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 MARK L. DAVID and LESA W. DAVID, as husband and wife, 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 27 day of February, 2026.



[Signature]
Notary Public

My commission expires _____

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 Charles S. Smith whose name as VP Branch Mgr of CB&S 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 VP Branch Mgr of CB&S Bank, executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 23rd day of February, 2026.

[Signature]
Notary Public

My commission expires 6/15/2026

