

THIS INSTRUMENT PREPARED BY:

NobleBank & Trust
361 Summit Blvd
Suite 100
Birmingham, AL 35243-0000

AFTER RECORDING RETURN TO:

NobleBank & Trust
361 Summit Blvd
Suite 100
Birmingham, AL 35243-0000



20180814000290120 1/3 \$72.00
Shelby Cnty Judge of Probate, AL
08/14/2018 02:03:06 PM FILED/CERT

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NMLS COMPANY IDENTIFIER: 307429

NMLS ORIGINATOR IDENTIFIER: 568455

MODIFICATION AGREEMENT - MORTGAGE

THIS MODIFICATION AGREEMENT ("Agreement") is made this 2nd day of August, 2018, between BRUCE LONG and SABRINA LONG, husband and wife, whose address is 622 DOGWOOD CIR, BIRMINGHAM, Alabama 35244 ("Mortgagor"), and NobleBank & Trust whose address is 361 Summit Blvd, Suite 100, Birmingham, Alabama 35243 ("Lender").

NobleBank & Trust and Mortgagor entered into a Mortgage dated June 4, 2018 and recorded on June 14, 2018, in Book INSTRUMENT NO. 201806140002100, Page ---, records of County of Shelby, State of Alabama ("Mortgage"). The Mortgage covers the following described real property:

Address: 622 DOGWOOD CIR, BIRMINGHAM, Alabama 35244

Legal Description: Lot 2A, according to the Map and Survey of Durkee's Resubdivision, recorded in Map Book 46, Page 40, in the Office of the Judge of Probate of Shelby County, Alabama.

It is the express intent of the Mortgagor and Lender to modify the terms and provisions set forth in the Mortgage. Mortgagor and Lender hereby agree to modify the Mortgage as follows:

The Mortgage is hereby increased from ONE HUNDRED SIX THOUSAND US DOLLARS 00/100 (\$106,000.00) to ONE HUNDRED FORTY THOUSAND US DOLLARS 00/100 (\$140,000.00).

The Mortgage, as modified hereby, shall secure the Note as modified by the Change in Terms Agreement and any and all previous and future renewals of, extensions of, modifications of, refinancing of, consolidations of, and substitutions for the Note.

Mortgagor and Lender agree that the Mortgage including such changes, modifications, and amendments as set forth herein, shall remain in full force and effect with respect to each and every term and condition thereof and nothing herein contained shall in any manner affect the lien of the Mortgage on the Property. Nothing contained herein shall in any way impair the Mortgage or the security now held for the indebtedness thereunder, or alter, waive, annul, vary, or affect any provision, term, condition, or covenant therein, except as herein provided, nor affect or impair any rights, powers, privileges, duties, or remedies under the Mortgage it being the intent of Mortgagor and Lender that the terms and provisions thereof shall continue in full force and effect, except as specifically modified herein. Nothing in this Agreement shall constitute a satisfaction of the promissory note or notes, or other credit agreement or agreements secured by the Mortgage.





Lender's consent to this Agreement does not waive Lender's right to require strict performance of the Mortgage modified above, nor obligate Lender to make any future modifications. Any guarantor or cosigner shall not be released by virtue of this Agreement.

If any Mortgagor who signed the original Mortgage does not sign this Agreement, then all Mortgagors signing below acknowledge that this Agreement is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Agreement 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.

This Agreement shall be binding upon the heirs, successors, and assigns with respect to parties hereto. Whenever used, the singular shall include the plural, the plural, the singular, and the use of any gender shall be applicable to all genders.

ORAL AGREEMENTS DISCLAIMER. This Agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

By signing below, Mortgagor and Lender acknowledge that they have read all the provisions contained in this Agreement, and that they accept and agree to its terms.

 8/2/18  8/2/18
BRUCE BURCHARDT LONG Date SABRINA DIANE LONG Date

INDIVIDUAL ACKNOWLEDGMENT


STATE OF ALABAMA)
COUNTY OF Jefferson)

I, THE UNDERSIGNED, a NOTARY PUBLIC, do hereby certify that BRUCE BURCHARDT LONG and SABRINA DIANE LONG, husband and wife, whose names are signed to the foregoing and who are known to me, acknowledged before me on this day that, being informed of the contents of the Modification Agreement, they executed the same, voluntarily, on the day the same bears date. Given under my hand this 2nd day of August, 2018.

My commission expires:

January 21, 2019




THE UNDERSIGNED
NOTARY PUBLIC
Identification Number

LENDER: NobleBank & Trust

 8/2/18

By: Guy Hunt Date
Its: Relationship Manager



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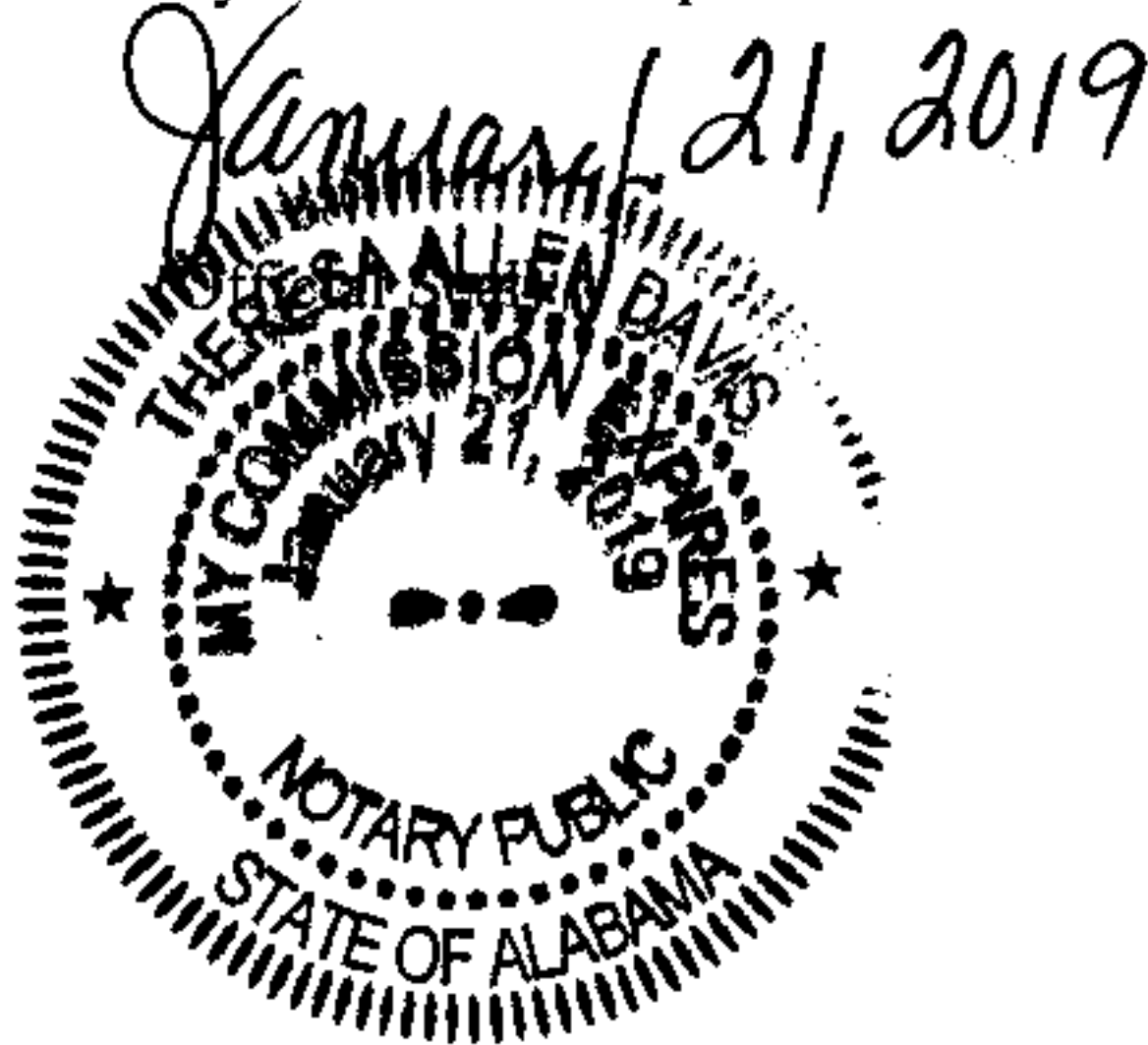
BUSINESS ACKNOWLEDGMENT

STATE OF ALABAMA)
)
COUNTY OF)

I, THE UNDERSIGNED, NOTARY PUBLIC in and for said County and in said State, hereby certify that Guy Hunt, Relationship Manager of NobleBank & Trust, a(n) Alabama National Bank, whose name is 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 or she, in his or her official capacity and with full authority, executed the same voluntarily for and as the act of said National Bank.

Given under my hand this the 2nd day of August, 2018.

My commission expires:



Theresa Allen James
THE UNDERSIGNED
NOTARY PUBLIC



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