

STATE OF ALABAMA

COUNTY OF SHELBY

NOTE TO PROBATE COURT: This Amendment amends that certain Mortgage dated April 2, 2018 in the amount of \$440,565.00 previously recorded in the Office of the Judge of Probate of Shelby County in Instrument #20180403000110510 and a Mortgage Modification Agreement dated April 1, 2019 and recorded in the Office of the Judge of Probate of Shelby County in Instrument #20190429000140810 and will increase the amount of debt secured thereby above the principal amount for which mortgage tax was paid and does not extend the maturity date. Additional Mortgage filing privilege taxes on indebtedness in the amount of \$43,785.00 are due in connection with the recording of this instrument.

MORTGAGE MODIFICATION AGREEMENT

This Agreement is by and between National Bank of Commerce of Birmingham ("Bank") and William D Posey and Lauren L Botts-Posey ("Borrower") and is dated as of **June 5, 2019**.

WHEREAS, the Borrower is currently indebted to Bank pursuant to a certain loan in the principal amount of \$440,565.00 (the "Loan"), as evidenced by a certain first mortgage note dated April 2, 2018 and related addenda (the "Note") and Note and Loan Modification Agreement dated April 1, 2019 and June 5, 2019.

WHEREAS, the Loan is secured by a certain Mortgage dated April 2, 2018 executed by William D Posey and Lauren L Botts-Posey, husband and wife, in favor of Bank and recorded in the Office of the Judge of Probate of Shelby County, Alabama in Instrument #20180403000110510 and a Mortgage Modification Agreement dated April 1, 2019 recorded in the Office of the Judge of Probate of Shelby County in Instrument #20190429000140810 (the "Mortgage").

WHEREAS, concurrently herewith, Borrower has requested that Bank modify certain provisions of the Note and the Loan Agreement to extend additional credit to it in the amount of \$43,785.00, pursuant to the terms of a certain Note and Loan Modification Agreement of even date herewith (the "Modification Agreement").

WHEREAS, Bank is willing to enter into the Modification Agreement on the condition, among others, that Borrower enter into this Agreement to amend and modify the Mortgage to reflect the modification to the Note and Loan secured thereby as set forth in the Modification Agreement and to make certain other changes thereto.

NOW, THEREFORE, for and in consideration of the foregoing premises, Borrower and Bank agree as follows:

1. The Mortgage is hereby modified and amended as follows:

(a) On Page 1, the definition of Note in (D) is hereby amended by inserting the phrase: "(as modified and amended by that certain Note and Loan Modification Agreement executed June 5, 2019 executed by the Borrower and the Bank)" after the date "April 1, 2019".

(b) On Page 1, the definition of the term "Note" is further hereby amended by deleting the term "FOUR HUNDRED FORTY THOUSAND FIVE HUNDRED SIXTY-FIVE AND NO/100 Dollars (U.S. \$440,565.00)" and substituting the term "FOUR HUNDRED EIGHTY FOUR THOUSAND THREE HUNDRED FIFTY AND NO/100 Dollars (U.S. \$484,350.00)" therefore.

2. Except as modified herein or in the Modification Agreement, all of the terms and conditions of the Mortgage, Loan Agreement, the Note and of any and all other instruments executed in connection with the Loan shall remain in full force and effect. Nothing contained in this Agreement shall be deemed to constitute a novation of the terms of the Mortgage nor impair any liens granted to Bank thereunder, nor affect any of the rights, powers or remedies of Bank under the Mortgage, nor constitute a waiver of any provision thereof.

IN WITNESS WHEREOF, parties hereto have caused this instrument to be dated as of June 5, 2019, for the convenient reference of the parties although executed on the date of the acknowledgement set forth below.

ATTEST:

Udidi G. Gona

NATIONAL BANK OF COMMERCE OF
BIRMINGHAM

By: B. S.

Brian Shelton

~~Its Senior Vice President~~

William D Posey 6/10/19

Lauren L Botts-Posey 6.10.19

STATE OF ALABAMA
COUNTY OF Madison

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Brian Shelton, whose name as Senior Vice President of National Bank of Commerce, a national banking association, 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 said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this 10 day of June, 2019



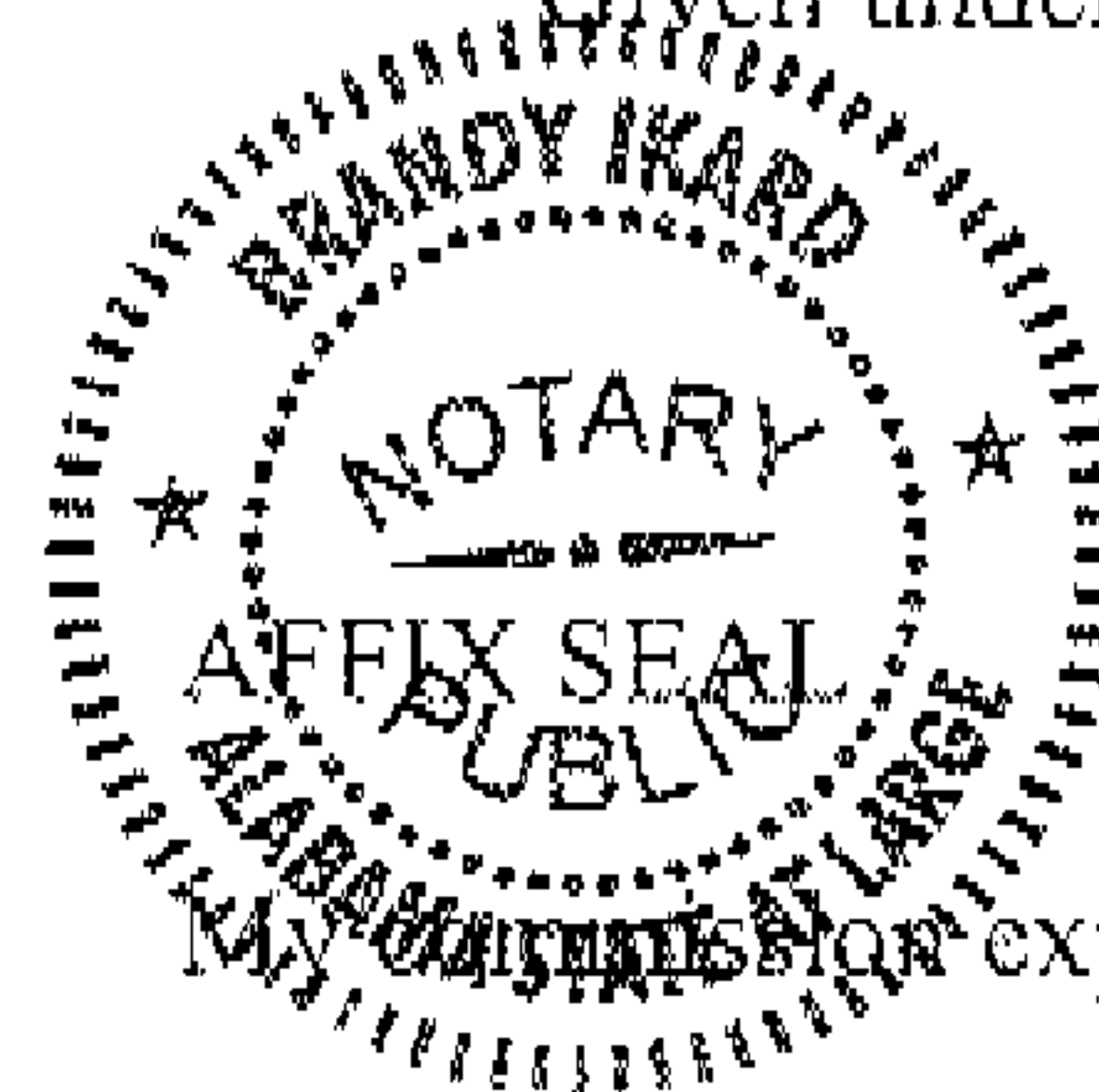
Brandy Ikard
Notary Public

My Commission Expires
June 28, 2022

STATE OF ALABAMA
COUNTY OF Madison }

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that William D Posey and Lauren L Botts-Posey, whose name is 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 instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 10 day of June, 2019



Brandy Ikard
Notary Public

My Commission Expires
June 28, 2022

This instrument was prepared by:
Christianna DeRamus
National Bank of Commerce
P.O. Box 381748
Birmingham, Alabama 35238



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
08/06/2019 03:38:04 PM
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20190806000283280

Allen S. Beyl