Return To: Regions Bank Collateral Management 2050 Parkway Office Circle Birmingham, AL 35244



20231116000336360 1/4 \$53.50 Shelby Cnty Judge of Probate, AL 11/16/2023 11:21:46 AM FILED/CERT

## Modification of Mortgage

With Future Advance Clause

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The date of this Real Estate Modification ("Modification") is October 6, 2023. Recorded Return To:

Mortgagor

ROCKIE D WIDNER and KATHERINE WIDNER,

Husband and Wife; 1004 BROOK DR

HELENA, AL 35080-5005

Lender

Indecomm Global Services

Regions Bank

1427 Energy Park Drive St. Paul, MN 55108

Organized and existing under the laws of the state of

Alabama

2050 Parkway Office Circle

Birmingham, AL 35244

Background. Mortgagor and Lender entered into a Security Instrument dated March 24, 2020 and recorded on April 8, 2020 12:26:13 PM. The Security Instrument was recorded in the records of SHELBY County, Alabama in SHELBY COUNTY JUDGE OF PROBATE AL, Instrument# 20200408000137700. The property is located in SHELBY County at 1004 BROOK DR, HELENA, AL 35080-5005.

Described as: THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN SHELBY COUNTY, ALABAMA, TO-WIT: LOT 2, ACCORDING TO THE FINAL PLAT OF RIVERWOODS BROOK DRIVE, AS RECORDED IN MAP BOOK 35, PAGE 86, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA. THIS BEING THE SAME PROPERTY CONVEYED TO ROCKIE D. WIDNER DATED 02/23/2009 AND RECORDED ON 03/06/2009 IN INSTRUMENT NO. 20090306000081940, IN THE SHELBY COUNTY RECORDERS OFFICE PARCEL NO. 13 4 17 0 002 017.000

**ROCKIE D WIDNER** Modification Agreement-Mortgage-AL © 2022 Wolters Kluwer Financial Services, Inc. All rights reserved.

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**Modification.** For value received, Mortgagor and Lender agree to modify the original Security Instrument. Mortgagor and Lender agree that this Modification continues the effectiveness of the original Security Instrument. The Security Instrument was given to secure the original debts and obligations (whether identified as Secured Debts, Sums Secured, or otherwise) that now have been modified. Together with this Modification, the Security Instrument now secures the following debts and all extensions, renewals, refinancings, modifications and replacements.

A credit agreement between Lender and ROCKIE D WIDNER (the "Borrower") dated October 6, 2023 as modified by the loan modification agreement signed by Borrower and dated the same date as this Modification (the "Loan Modification Agreement"). Under the Loan Modification Agreement, the Lender agrees, subject to certain terms, conditions and limitations, to make advances to the Borrower in a principal amount outstanding not to exceed Fifteen thousand and 00/100 Dollars (U.S. \$15,000.00) plus interest. Borrower has promised to pay this debt in regular periodic payments and to pay the debt in full not later than April 1, 2050.

**Maximum Obligation Limit.** The total principal amount secured by the Security Instrument at any one time will not exceed \$15,000.00. This limitation of amount does not include interest and other fees and charges validly made pursuant to the Security Instrument. Also, this limitation does not apply to advances made under the terms of the Security Instrument to protect Lender's security and to perform any of the covenants contained in the Security Instrument.

Warranty of Title. Mortgagor warrants that Mortgagor is or will be lawfully seized of the estate conveyed by the Security Instrument and has the right to grant, bargain, convey, sell, and mortgage the property. Mortgagor also warrants that such same property is unencumbered, except for encumbrances of record.

Continuation of Terms. Except as specifically amended in this Modification, all terms of the Security Instrument remain in effect.

**Subordination**, Partial Release and Other Modification Requests. From time to time, Grantor or Borrower may request that we subordinate the lien of this Mortgage to another lien, release part of the Property from the lien of this Mortgage, or agree to some other modification of this Mortgage or the Credit Agreement or any Related Document. We are not obligated to agree to any such request. We may, in our sole discretion, impose conditions on our agreement to any such request. Such conditions may include, without limitation, imposing a fee or increasing the interest rate under the Credit Agreement, or both.

**Signatures.** By signing under seal below, Mortgagor agrees to the terms and covenants contained in this Modification. Mortgagor also acknowledges receipt of a copy of the Modification.

Signed, sealed and delivered:

Mortgagor-

ROCKIE D WIDNER

Date

Seal

THERINE WIDNER

Seal

Lender

**Regions Bank** 





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Acknowledgment

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Acknowledgment

County of

Rereby certify that

KATHERINE WIDNER 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/she executed the same voluntarily on the same day the same bears date.

Given under my hand this day of the

Notary Public Name

This notarial act was completed:

In Person ☐ In Person Electronic

☐ Remote Online Notarization

This Document Prepared By: Rosie Richards

550 Metroplex Drive Nashville, TN 37211

