

20171019000380800
10/19/2017 01:48:11 PM
MORTAMEN 1/3

THIS INSTRUMENT PREPARED BY:
Progress Bank and Trust - Wendy M Fields
2121 Highland Avenue
Birmingham, AL 35205-0000

AFTER RECORDING RETURN TO:
Progress Bank and Trust
Wendy M Fields
2121 Highland Avenue
Birmingham, AL 35205-0000

(Space Above This Line For Recording Data)

LOAN NUMBER: 400582300

MODIFICATION AGREEMENT - MORTGAGE

THIS MODIFICATION AGREEMENT ("Agreement") is made this 13th day of October, 2017, between Style Mark Homebuilders LLC, an Alabama Limited Liability Company, a non-individual entity, whose address is 153 White Cottage Road, Helena, Alabama 35080 ("Mortgagor"), and Progress Bank and Trust whose address is 2121 Highland Avenue, Birmingham, Alabama 35205 ("Lender").

Progress Bank and Trust and Mortgagor entered into a Mortgage dated October 13, 2017 and Shelby County Judge of Probate, records of County of Shelby, State of Alabama ("Mortgage"). The Mortgage covers the following described real property:

Address: Lot 38, 1800 Hardwood Drive, Birmingham, Alabama 35242

Legal Description: Lot 38, according to the map or survey of The Cove of Greystone, Phase II, as recorded in Map Book 29, Page 136 A & B, as recorded in the Probate Office 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:

- Increase Loan Amount from \$484,000 to \$495,200.00. Maturity Date will remain the same..

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.

Style Mark Homebuilders LLC

By: William A Weidler
Its: Managing Member

10/16/17
Date

BUSINESS ACKNOWLEDGMENT

STATE OF ALABAMA)
COUNTY OF Jefferson)

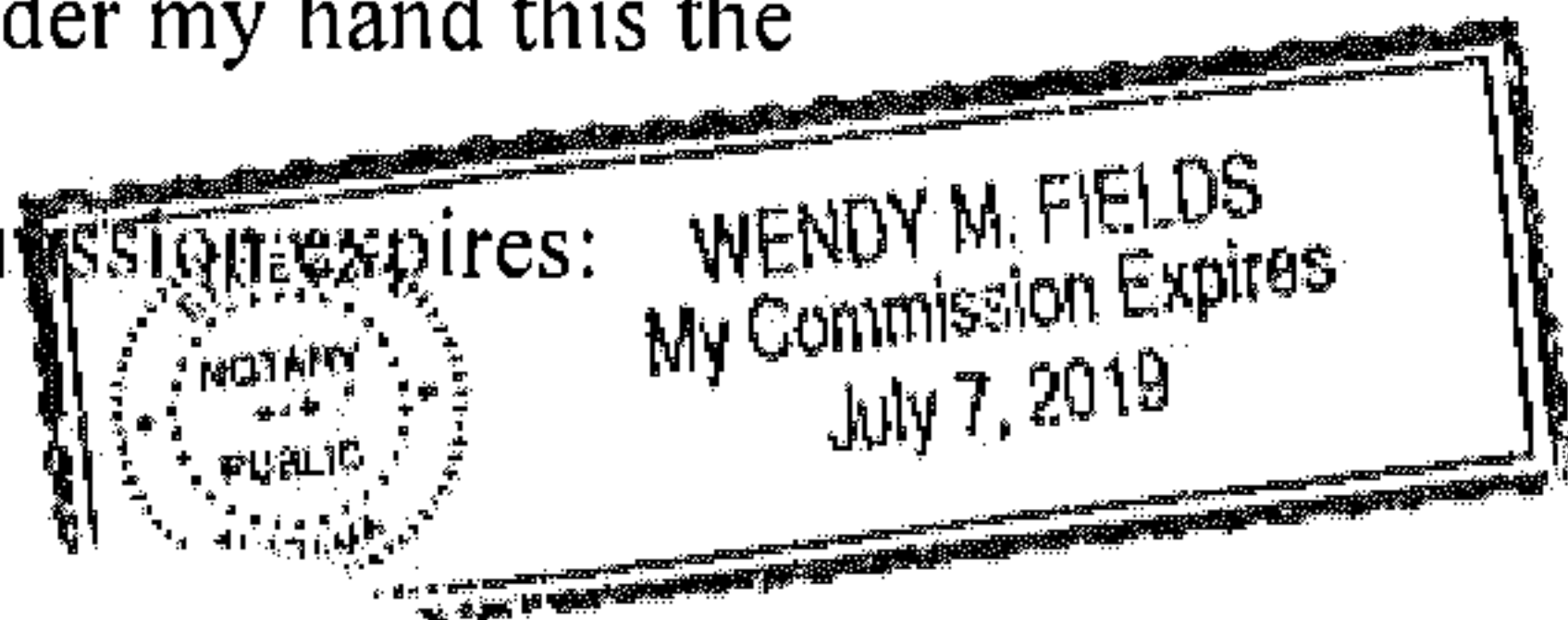
I, Wendy M. Fields

, Notary Public in and for said County and in said State, hereby certify that

William A Weidler, Managing Member on behalf of Style Mark Homebuilders LLC, an Alabama Limited Liability Company, 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, in his/her official capacity and with full authority, executed the same voluntarily for and as the act of said Limited Liability Company.

Given under my hand this the

My commission expires:



Wendy M. Fields

Identification Number

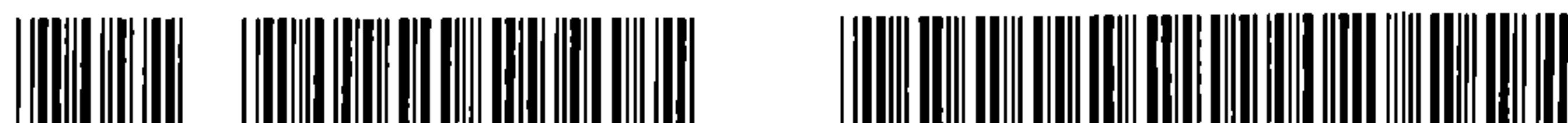
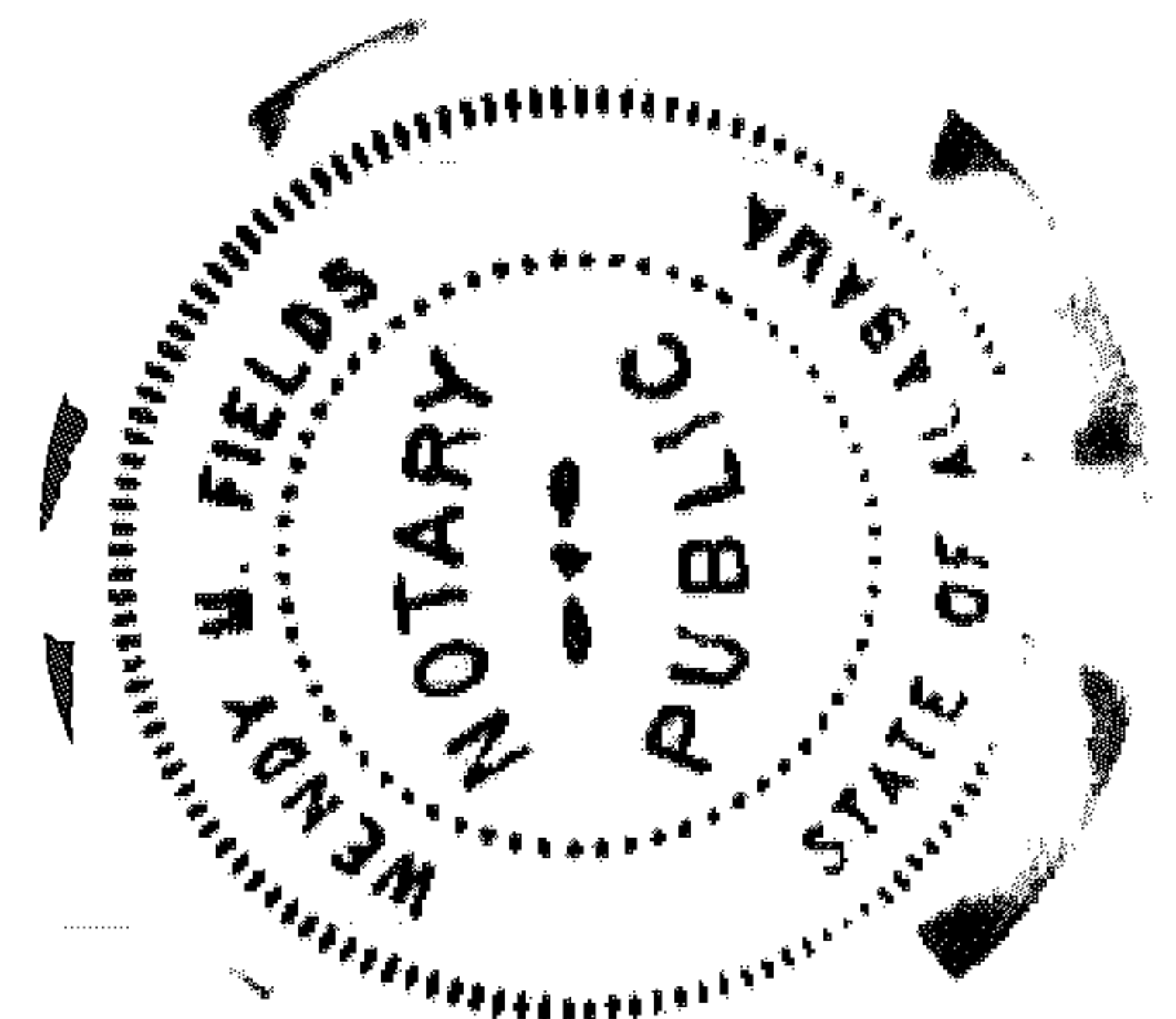
(Official Seal)

LENDER: Progress Bank and Trust

By: David Mason

Its: Loan Officer

10/16/17
Date



BUSINESS ACKNOWLEDGMENT

STATE OF ALABAMA)

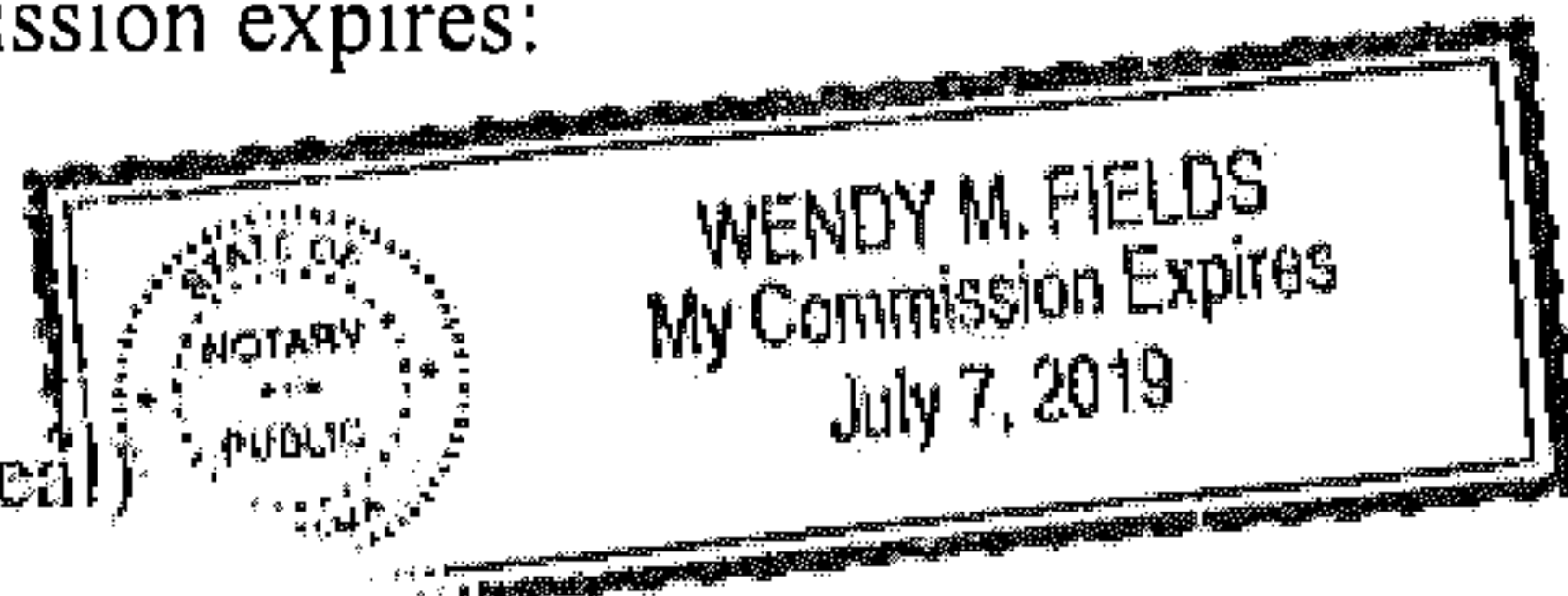
COUNTY OF Jefferson)

I, Wendy M. Fields, Notary Public in and for said County and in said State, hereby certify that David Mason, Loan Officer of Progress Bank and Trust, a(n) United States of America 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.

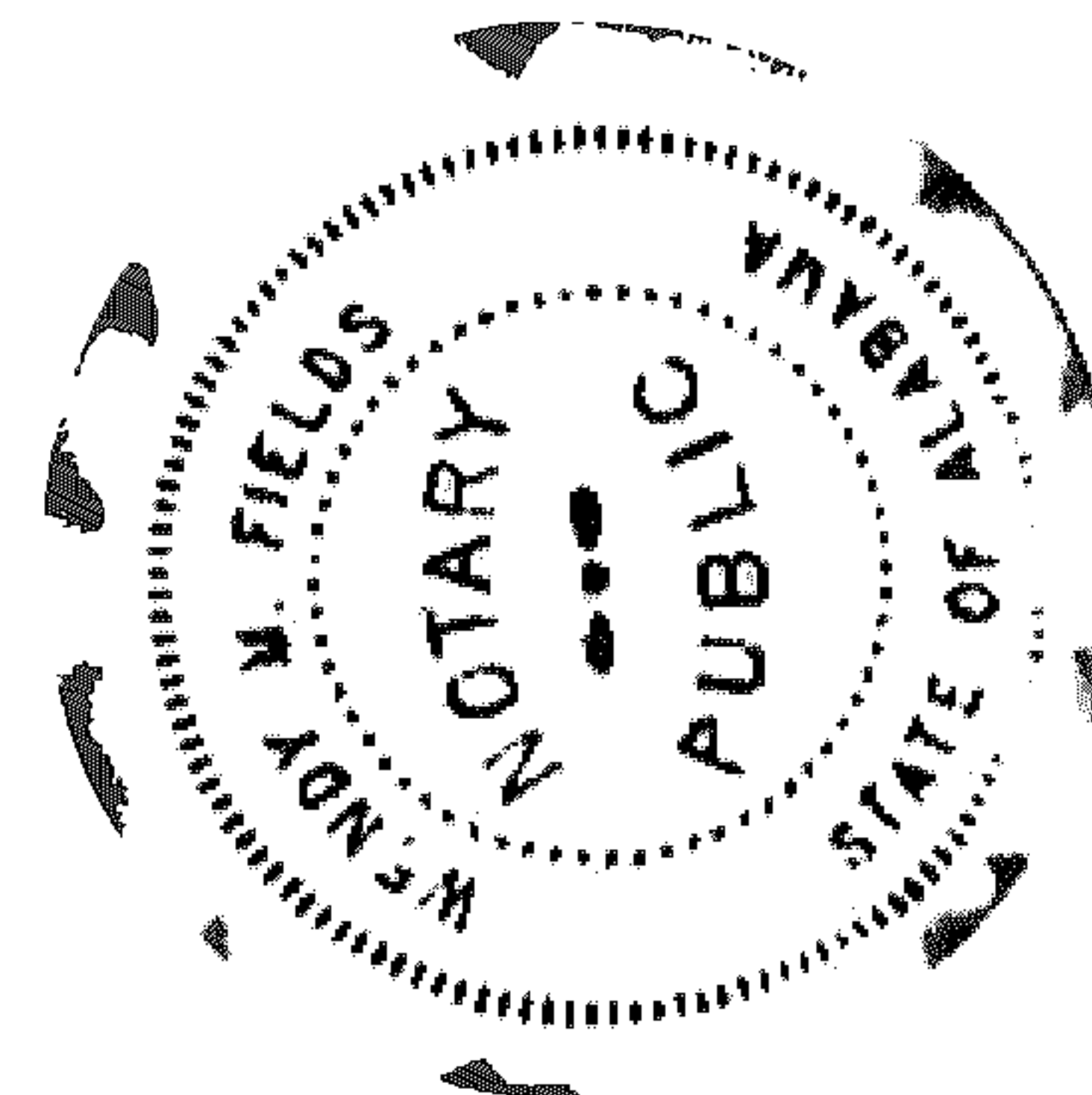
Given under my hand this the

My commission expires:

(Official Seal)



Wendy M. Fields



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
10/19/2017 01:48:11 PM
\$37.80 CHERRY
20171019000380800

James W. Fuhrmeister

