

**MODIFICATION, RENEWAL AND EXTENSION
OF REAL ESTATE NOTE AND LIEN**

STATE OF ALABAMA §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF SHELBY §

THAT WILLIAM T. HUDSON AND SPOUSE, TRUDIE E. HUDSON, herein called Borrower, being legally obligated to pay the hereinafter described promissory note and who, if not presently primarily liable for the payment of said note, does hereby expressly assume the payment thereof, said note being in the original principal sum of **ONE MILLION FOUR HUNDRED EIGHTY-THREE THOUSAND THREE HUNDRED FIFTY AND NO/100 DOLLARS (\$ 1,483,350.00)**, dated DECEMBER 11, 2017, executed by WILLIAM T. HUDSON AND SPOUSE, TRUDIE E. HUDSON, payable to the order of CADENCE BANK, N.A., more fully described in a Mortgage recorded under Instrument No. 20180209000043130, Probate Records of SHELBY County, Alabama, said note being secured by the lien therein created or mentioned against the following described property, to-wit:

LOT 5, ACCORDING TO THE SURVEY OF STONE BRIAR, AS RECORDED IN MAP BOOK 38, PAGE 108, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

INCLUDING A NON-EXCLUSIVE INGRESS AND EGRESS EASEMENT AND A NON-EXCLUSIVE UTILITY EASEMENT WHICH INCLUDES WATER, POWER, GAS, CABLE AND TELEPHONE DESCRIBED AS FOLLOWS:

A PART OF LOT 4, ACCORDING TO THE SURVEY OF STONE BRIAR, AS RECORDED IN MAP BOOK 38, PAGE 108, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, BEING LOCATED IN THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 18 SOUTH, RANGE 1 WEST, IN SHELBY COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS ON EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES;

and who now desires to modify, renew and extend the time or manner of payment of said note to extend and carry forward said liens on said property; and

WHEREAS, CADENCE BANK, N.A. ("Lender"), the legal owners and holders of said note and the liens securing the same, in consideration of the premises and at the request of the Borrower have agreed to modify, renew and extend the time or manner of payment of said note as hereinafter provided:

1. AMOUNT OF INDEBTEDNESS

As of **JANUARY 23, 2019**, the amount due on the above described note is the principal sum of **\$1,117,296.00 with an unfunded balance of \$366,054.00**. All interest accruing prior to **JANUARY 1, 2019**, has been paid in full.

2. PROMISE TO PAY

In return for the modification, renewal and extension of the above described indebtedness, the Borrower promises to pay the principal amount of the indebtedness, plus interest, to the order of the Lender.

3. AMORTIZATION DATE

Reference is heremade to the Construction Rider to the Note executed by Borrower of even date with and attached to the Note. The "Amortization Date" as such term is therein defined is hereby changed to **MARCH 31, 2019**.

4. INTEREST

As of the effective date hereof, interest will be charged at the rate and in the manner described in the Construction Rider to Note. Interest will be charged on unpaid principal until the full amount of the principal has been paid. The annual interest rate on the unpaid principal beginning on **APRIL 1, 2019**, shall be **4.625%**. Notwithstanding any term contained in the Note, the interest rate shall be fixed at such rate for the term of the Note

5. PAYMENTS

(A) Time and Place of Payments

Payments of principal and interest will be made every month until all of the principal, interest and any other charges owed under this note are paid in full.

Monthly payments of interest only will continue to be due on the first day of each month until the Amortization Date as modified herein. Monthly payments of principal and interest will be due on the first day of each month beginning on **MAY 1, 2019**. Monthly payments will be applied to interest before principal. On **JANUARY 1, 2048**, ("Maturity Date") all amounts still owing under the note will become due and payable.

Monthly payments will be made at **P. O. Box 4931, Houston, Texas 77210-4931**, or at a different place if required by the Lender.

(B) Amount of Principal and Interest Monthly Payments

Each of the monthly payments of principal and interest will be in the amount of \$ **7,780.85**.

6. AUTO DEBIT/INTEREST RATE REDUCTION ADDENDUM

Paragraph 2 of the AutoDebit/Interest Rate Reduction Addendum is deleted in its entirety and replaced with the following:

"For any full calendar month which Borrower maintains such account with Cadence Bank, with automatic debit authorization for payments on the Note, and for which there are adequate funds in the account to debit the full amount of the monthly payment, the rate of interest on the Note shown in Section 2 of the Note shall be reduced by one-eighth of one percent (.125%) during any such period to **4.50%** per

annum. For any such month, the monthly principal and interest payment amount stated in Section 3(B) of the Note shall be adjusted to \$7,671.49. This interest rate reduction shall only be effective during the period of the Note requiring principal and interest payments and will not be effective (1) during any interest only payment period or (2) as related to any prepaid interest."

7. BORROWER'S RIGHT TO PREPAY

The Borrower has the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." Upon making a prepayment, the Borrower shall advise Lender, in writing, that a prepayment is being made.

The Borrower may make a full prepayment or a partial prepayment. In the event of a partial prepayment, there will be no changes in the due dates of the monthly payments, unless Lender agrees in writing to those changes.

8. This Modification shall be binding upon the heirs, legal representatives, successors and assigns of the parties hereto and **shall be construed in accordance with the laws of the State of Texas.**


9. THIS WRITTEN LOAN 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 ORAL AGREEMENTS BETWEEN THE PARTIES.

BORROWER and CADENCE BANK, N.A., hereby extend said liens on said property until said indebtedness and note as so modified, renewed and extended have been fully paid, and agree that such modification, extension and renewal shall in no manner affect or impair said indebtedness or the liens securing the same and that said liens shall not in any manner be waived, the purpose of this instrument being simply to extend or rearrange the time or manner of payment of said indebtedness and to carry forward all liens securing the same, which are acknowledged by the Borrower to be valid and subsisting, and the Borrower further agrees that all terms and provisions of the original note and the instruments creating or fixing the liens securing the same shall be and remain in full force and effect as therein written, except as otherwise expressly provided herein.

EXECUTED this the 31ST day of JANUARY, 2019, with an effective date of JANUARY 23, 2019.

BORROWER:


WILLIAM T. HUDSON


TRUDIE E. HUDSON

LENDER:

CADENCE BANK, N.A.

By: [Signature]
Name: FRANK K. BATTLE
Title: SVP

THE STATE OF ALABAMA §

COUNTY OF Shelby §

This instrument was acknowledged before me on the 31st day of January, 2019, by
WILLIAM T. HUDSON AND TRUDIE E. HUDSON.

[Signature]
Notary Public - State of Alabama

THE STATE OF ~~TEXAS~~ Alabama §

COUNTY OF Shelby §

My Commission Expires
10/26/2020

This instrument was acknowledged before me on the 31st day of January, 2019, by
Frank Battle, as SVP of
CADENCE BANK, N.A., a national banking association, on behalf of said association.

[Signature]
Notary Public - State of ~~Texas~~ Alabama

My Commission Expires
10/26/2020

After Recording Return To:

Attn: Pat Bloodworth
OPPER & GAMBRELL, P.L.L.C.
8582 Katy Freeway, Suite 200
Houston, Texas 77024

Prepared By:

Ronald A. Oppen
OPPER & GAMBRELL, P.L.L.C.
8582 Katy Freeway, Suite 200
Houston, Texas 77024

EXHIBIT "A" - LEGAL DESCRIPTION

Lot 5, according to the Survey of Stone Briar, as recorded in Map Book 38, page 108, in the Probate Office of Shelby County, Alabama.

Including a non-exclusive ingress and egress easement and a non-exclusive utility easement which includes water, power, gas cable and telephone described as follows:

A part of Lot 4, according to the Survey of Stone Briar, as recorded in Map Book 38, page 108, in the Probate Office of Shelby County, Alabama, being located in the Southwest 1/4 of Section 33, Township 18 South, Range 1 West, in Shelby County, Alabama, being more particularly described as follows:

Commence at the Easternmost corner of Lot 4 according to said survey of Stone Briar, said corner also being the common corner of Lot 5, according to said survey of Stone Briar and run in a Northwesterly direction along the common line of said Lots 4 and 5 for a distance of 105.60 feet to the Point of Beginning of a non-exclusive utility easement being 30 feet in width and lying 15 feet on both sides of the following described centerline; thence turn a deflection angle left of 73°38'12" (angle measured to tangent) to a curve to the right having a radius of 225.00 feet and a central angle of 20°38'01" and run in a Southwesterly direction for a distance of 81.03 feet along said arc to a point; thence turn a deflection angle right of 31°51'21" and run in a Northwesterly direction for a distance of 87.92 feet to the Point of Ending of the easement herein described, said Point of Ending being located on the Southeast right of way of Stone Briar Lane.

This parcel is the same parcel that is identified as a 30 foot wide Private Ingress/Egress Easement on Lot 4, according to the Survey of Stone Briar, as recorded in Map Book 38, page 108, in the Probate Office of Shelby County, Alabama.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
02/08/2019 12:33:51 PM
\$27.00 CHERRY
20190208000042160

Allen S. Bayl