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MORTAMEN 1/5

CROSS REFERENCE: **Instrument No. 20081114000439870**
Shelby County, Alabama records¹

MODIFICATION AND EXTENSION AGREEMENT

ALABAMA, Shelby COUNTY

THIS MODIFICATION AND EXTENSION AGREEMENT (this “**Modification**”) is made and entered into this 22nd day of April 2019, effective as March 25, 2019 (the “**Effective Date**”), by and among RANDALL K. BECKHAM (“**Borrower**”) and BROOKE BECKHAM (Borrower and Brooke Beckham hereinafter collectively called “**Grantor**”) and SYNOVUS BANK, formerly known as Columbus Bank and Trust Company, as successor in interest through name change and by merger with First Commercial Bank, a Georgia banking corporation, whose address is 1148 Broadway, Columbus, Georgia 31901 (hereinafter referred to as “**Holder**” or “**Lender**”).

WITNESSETH THAT:

WHEREAS, Lender extended a line of credit to Borrower in the maximum principal amount of \$345,000.00, and to evidence said line of credit, Borrower executed and delivered to Lender a TLC Home Equity Options Agreement dated October 30, 2008, in the maximum principal amount of \$345,000.00, which is being amended and restated simultaneously herewith pursuant to that certain Line of Credit Term Out Agreement by and among Borrower and Lender (together with any and all renewals, modifications, extensions, replacements, amendments and restatements being referred to herein as the “**Agreement**”); and

WHEREAS, the following documents, instruments and agreements were entered as security for, inter alia, the payment of the debt evidenced by the Agreement and all amendments, modifications, extensions, restatements and renewals thereof: that certain Home Equity Line of Credit Mortgage from Grantor in favor of Lender dated October 30, 2008, recorded as

¹ **NOTE TO RECORDER:** Mortgage Tax in the amount of \$540.50 was paid at the time of the recording of the Mortgage at Instrument No. 20081114000439870. The indebtedness described herein is an amendment and restatement of the original indebtedness referenced in the Mortgage. No additional funds are being advanced; therefore, no additional Mortgage Tax is due.

Instrument No. **20081114000439870** in the records of the Office of the Judge of Probate of Shelby County, Alabama ("**Mortgage**"); and

WHEREAS, the Mortgage and any and all other documents, instruments and agreements heretofore entered into as security for the loan evidenced by the Agreement, and any and all UCC Financing Statements filed in connection therewith, are herein collectively called the "**Security Documents**" (the Agreement, each of the Security Documents and all other documents, instruments and agreements entered into by Borrower evidencing, securing or relating to the loan evidenced by the Agreement are hereinafter collectively referred to as the "**Loan Documents**"); and

WHEREAS, as of the effective date and prior to the payments as of the Effective Date hereof, the outstanding principal balance indebtedness evidenced by the Agreement is \$345,000.00; and

WHEREAS, Borrower has requested, among other things, that Lender extend the maturity date of the indebtedness evidenced by the Agreement to March 25, 2039; and

WHEREAS, Lender has agreed to such changes subject to the terms and conditions of this Modification.

NOW, THEREFORE, for and in consideration of the foregoing benefits and other good and valuable consideration flowing among the parties hereto, the receipt and sufficiency of which is hereby acknowledged, Borrower and Lender do hereby agree that:

1. Modification of Mortgage. The parties acknowledge that the Agreement, and the indebtedness described therein, is secured by, inter alia, the Mortgage. The Mortgage is hereby amended and modified, effective the date hereof, as follows:

(a) All references in the Mortgage to the Agreement shall, from and after the effective date hereof shall be deemed to refer to the Agreement as described in this Modification and as same may be further amended, modified, extended, renewed and restated from time to time. The Mortgage shall show the maturity date of the indebtedness described in the Agreement, as amended and modified, as March 25, 2039.

2. Modification of the other Loan Documents. As of the Effective Date, Borrower and Lender hereby agree that all the Loan Documents are hereby amended so that any references therein to the Agreement shall from and after the date hereof refer to the Agreement, as described herein and as the same may be amended, modified, extended, renewed and/or restated from time to time. All references in any of the Loan Documents to any of the other Loan Documents will hereafter refer to said other Loan Documents as amended by this Modification and as the same may hereafter be amended, modified, extended, supplemented, replaced or restated from time to time. The parties hereto acknowledge and agree that all debts, liabilities and obligations now or hereafter evidenced by the Agreement (as same may be further amended, modified, extended or restated from time to time) are secured by the Security Documents.

3. Ratification. Except as expressly modified herein, all terms, covenants and provisions of the Security Documents, and all other Loan Documents shall remain in full force and effect, and Grantor does hereby expressly ratify, reaffirm and confirm the Security Documents, the Agreement, and other Loan Documents, as the same may be amended and modified hereby, and ratify, reaffirm and confirm the continuing priority of the Security Documents, as amended and modified hereby. Borrower further acknowledges, agrees and confirms that Borrower has had a continuous indebtedness in favor of Lender since the date of the Mortgage. It is the intent of the parties hereto that this Modification shall not constitute a novation or an accord and satisfaction of any of the indebtedness evidenced by the Agreement and shall not adversely affect or impair the priority of the Security Documents, all of which shall remain a lien on and security title to and security interest in the property described therein, superior to any other encumbrance.

4. Waiver of Claims. Grantor does hereby waive any claim or defense which he/she now has by virtue of the Agreement or any of the Loan Documents, and further agrees not to raise any such claims or defenses in any civil proceeding or otherwise. Grantor does further hereby for himself/herself and his/her agents, heirs, servants, employees, successors, legal representatives, and assigns, forever release, acquit and discharge Lender and its officers, directors, stockholders, agents, servants, employees, successors, legal representatives and assigns of and from any and all claims, demands, debts, actions and causes of actions which she now has against Lender and its officers, directors, stockholders, agents, servants, employees, legal representatives, heirs and assigns by reason of any act, matter, contract, agreement or thing whatsoever up to the date hereof.

5. Successors and Assigns/Miscellaneous. This Modification shall be binding upon and shall inure to the benefit of the parties hereto and their legal representatives, heirs, successors, successors-in-title and assigns. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa. Any references in any of the Loan Documents to any of the other Loan Documents shall from and after the date hereof refer to such other Loan Documents as amended and modified hereby and as same may be further amended, modified, extended, renewed and/or restated from time to time.

6. Legal Fees and Expenses. Borrower hereby agrees to pay directly or to reimburse Lender for all reasonable legal fees, recording costs, mortgage tax, title insurance policy endorsements and other expenses incurred by Lender in connection with the making and/or recording of the this Modification.

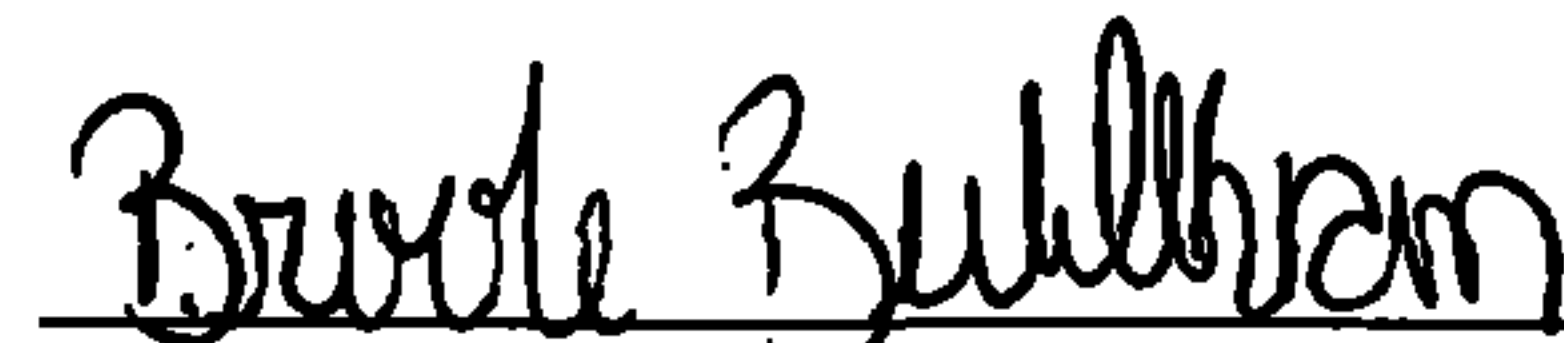
7. Mortgage Tax. Borrower agrees to defend, indemnify, and hold Lender harmless from and against any and all mortgage taxes (together with all interest, penalties, costs, and attorneys' fees incurred in connection therewith) that may be at any time levied, assessed, or imposed by the State of Alabama or any other governmental entity or agency upon the Agreement, this Modification, the Mortgage and related fixture filings, or any amendment, extension, or renewal of any of the foregoing. The provisions of this paragraph shall survive for so long as any claim may be asserted by the State of Alabama or any such other governmental entity or agency.

IN WITNESS WHEREOF, the parties have caused this modification to be appropriately executed under seal, effective as of the day and year first above written.

GRANTOR:



(L.S.)
RANDALL K. BECKHAM



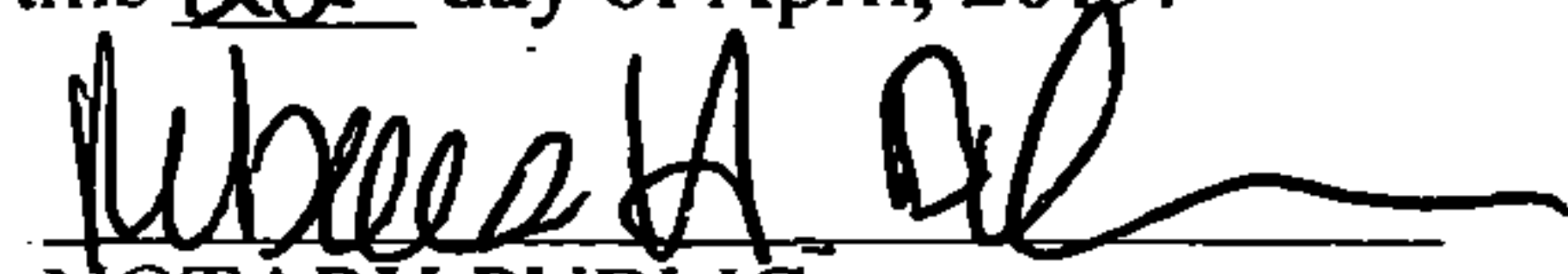
(L.S.)
BROOKE BECKHAM

STATE OF ALABAMA
COUNTY OF Shelby

I, Rebecca A. Burbank the undersigned Notary Public in and for said County, in said State, hereby certify that Randall K. Beckham and Brooke Beckham, whose names are signed to the foregoing Modification and Extension Agreement, and who are known to me, acknowledged before me on this date, that, being informed of the contents of the Modification and Extension Agreement, have executed the same voluntarily on the same day the same bears dated.

In Witness Whereof, I have hereunto set my hand and seal on this 22 day of April, 2019.





NOTARY PUBLIC
My Commission Expires:
April 18, 2021

LENDER:

SYNOVUS BANK, a Georgia banking corporation

By: Carol Faulkner
4/22, 2019

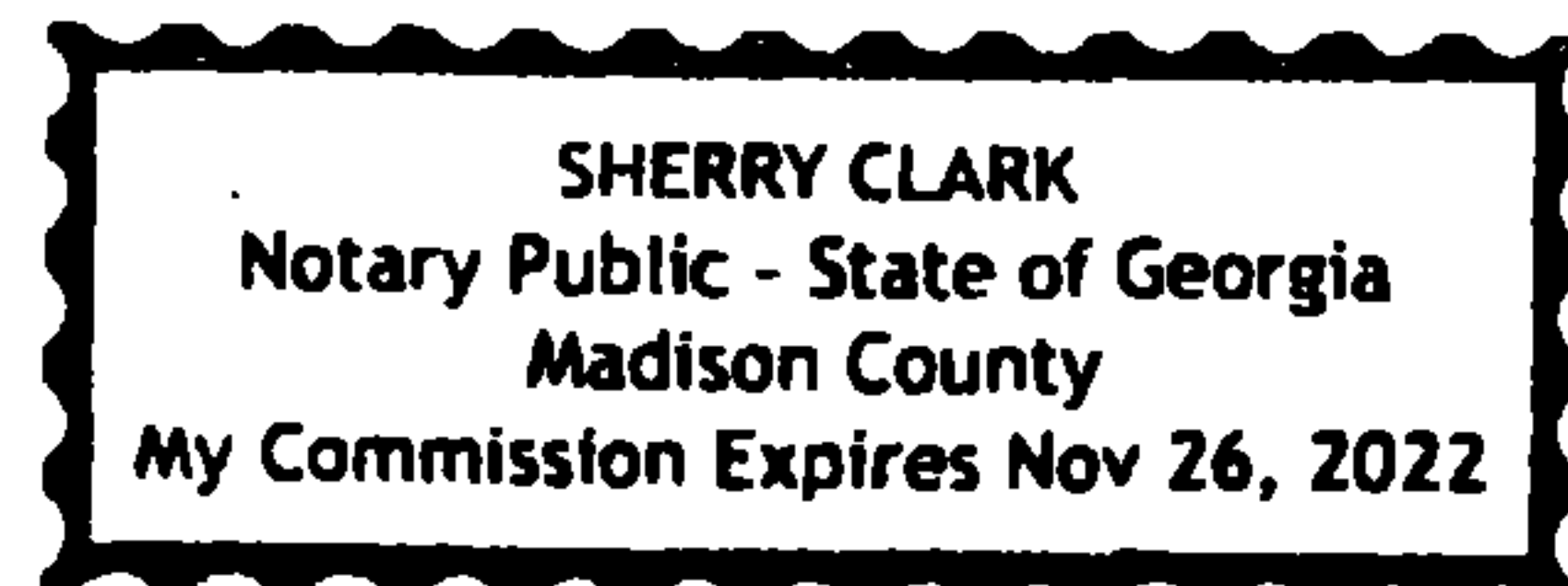
STATE OF GA
COUNTY OF Madison

I, Sherry Clark, the undersigned Notary Public in and for said County, in said State, hereby certifies that Carol Faulkner Lender of SYNOVUS BANK, whose name is signed to the foregoing Modification and Extension Agreement, and who is known to me, acknowledged before me on this date, that, being informed of the contents of the Modification and Extension Agreement, he/she, in his/her capacity as Lender for Synovus Bank, executed the same voluntarily on the same day the same bears dated.

In Witness Whereof, I have hereunto set my hand and seal on this 22nd day of April, 2019.

Sherry Clark
NOTARY PUBLIC

THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:
April H. Hocutt, Esq.
Page, Scrantom, Sprouse, Tucker & Ford, P.C.
P. O. Box 1199
Columbus, Georgia 31902
(706) 324-0251



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
05/08/2019 01:29:39 PM
\$28.00 CHERRY
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Allie S. Beyl