STATE OF ALABAMA

COUNTY OF SHELBY

NOTE TO PROBATE COURT: This Amendment amends that certain Mortgage dated April 23, 2018 previously recorded in the Office of the Judge of Probate of Shelby County at ID #20180503000149970 and does not increase the amount of debt secured thereby above the principal amount for which mortgage tax was paid and does not extend the maturity date; therefore, no additional mortgage tax is due.

MORTGAGE MODIFICATION AGREEMENT

This Agreement is by and between National Bank of Commerce of Birmingham ("Bank") and William Clay Reid Jr and Jamie Cason Reid, husband and wife ("Borrowers") and is dated as of April 22, 2019.

WHEREAS, the Borrowers are currently indebted to Bank pursuant to a certain loan in the principal amount of \$390,000.00 (the "Loan"), as evidenced by a certain first mortgage note dated April 23, 2018 and related addenda (the "Note").

WHEREAS, the Loan is secured by a certain Mortgage dated April 23, 2018 executed by Borrowers in favor of Bank and recorded in the Office of the Judge of Probate of Shelby County, Alabama as <u>ID #20180503000149970</u> (the "Mortgage").

WHEREAS, concurrently herewith, Borrowers have requested that Bank modify certain provisions of the Note and the Loan to (among other things) change the date the Loan converts from a construction loan to a permanent loan, 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 Borrowers 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, Borrowers 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 April 22, 2019 executed by the Borrower and the Bank)" after the date "April 23, 2018".
- 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

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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 April 22, 2019 for the convenient reference of the parties although executed on the date of eh acknowledgeme nt set forth below.

ATTEST:	NATIONAL BANK OF COMMERCE
HHAMMAN TO THE RESIDENCE OF THE PARTY OF THE	By: Matt Dennis Its Vice President
	William Clay Reid Jr
	Jamie Cason Reid

STATE OF ALABAMA COUNTY OF JEFFEYSON

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Matt Dennis, whose name as 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 ______ day of May 2019.

<u>Raah Runnan</u> Notary Public

AFFIX SEAL

My commission expires: 2/11/2023

SARAH RICHMAN
My Commission Expires
February 11, 2023

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STATE OF ALABAMA
COUNTY OF Jefferson

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that William Clay Reid Jr and Jamie Cason Reid whose names are 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 $15^{+1/2}$ day of May 2019.

Sorah Rechman Notary Public

AFFIX SEAL

My commission expires: 2 1 7023

SARAH RICHMAN

Wy Commission Expires

February 11, 2023

This instrument was prepared by:
Ursula Davis
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
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