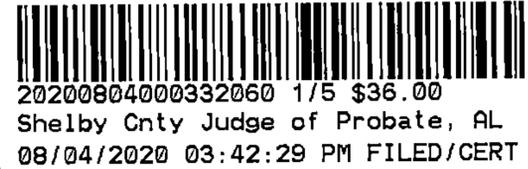


STATE OF ALABAMA )  
 )  
SHELBY COUNTY )



**MORTGAGE MODIFICATION AGREEMENT**

THIS MORTGAGE MODIFICATION AGREEMENT is executed this 4<sup>th</sup> day of August, 2020, by and between **LESLIE WARD SLAGER** (the "Mortgagee"), **NOELLE C. ANDERSON** (the "Mortgagor"), and **JORDAN W. ANDERSON**, individually, as follows:

**WITNESSETH:**

**WHEREAS**, on April 17, 2017, Mortgagor and Jordan W. Anderson executed that certain Mortgage in favor of John J. Slager, which Mortgage was filed for record on the 19th day of April, 2017, in the Office of the Judge of Probate of Shelby County, Alabama, as Instrument Number 2017041900013220 (the "Mortgage"); and

**WHEREAS**, the Mortgage was assigned by John J. Slager to Leslie Ward Slager, as Trustee of the John J. Slager Management Trust dated July 29, 2019 by that certain Assignment of Mortgage and Promissory Note dated March 2, 2020 and filed for record on even date therewith in Instrument Number 20200302000082170 in the Probate Office of Shelby County, Alabama; and

**WHEREAS**, the Mortgage was subsequently distributed by the John J. Slager Management Trust to Leslie Ward Slager, individually, by that certain Trust Distribution Agreement dated the 4<sup>th</sup> day of August, 2020; and

**WHEREAS**, the indebtedness secured by the Mortgage has been renewed, extended or modified pursuant to that certain Promissory Note Modification Agreement (the "Note Modification Agreement"), entered into by and between Mortgagor, Jordan W. Anderson, and Mortgagee on even date herewith; and

**WHEREAS**, pursuant to the Note Modification Agreement, Mortgagee has consented to the release of Jordan W. Anderson from all personal obligations arising under and as part of the indebtedness secured by the Mortgage and as a mortgagor under the Mortgage; and

**WHEREAS**, pursuant to the Note Modification Agreement, Mortgagor has agreed to be solely responsible for the repayment of principal and interest accruing under and as part of the indebtedness secured by the Mortgage, as well as all obligations arising under, concurrent with, or as part of the Mortgage; and

**WHEREAS**, pursuant to the Note Modification Agreement, Mortgagee has consented to Noelle C. Anderson as sole obligor of the indebtedness of secured by the Mortgage, as well as all obligations arising under, concurrent with, or as part of the Mortgage; and

**WHEREAS**, pursuant to the Note Modification Agreement, the Mortgagor and Mortgagee have agreed to adjust the interest rate of the indebtedness secured by the Mortgage to One and One Hundredths Percent (1.01%) per annum, which is the which is the applicable Federal long-term rate as determined under Section 1274(d) of the Internal Revenue Code of 1986, as amended, for the month of June 2020; and

**WHEREAS**, the Mortgagor and Mortgagee have agreed to extend the maturity date of the indebtedness secured by the Mortgage to June 1, 2050, with a commencement date of such extended term beginning on June 1, 2020; and

**WHEREAS**, it is the intention of the parties that the lien of the Mortgage secure the indebtedness as renewed, extended or modified by the Agreement.

**NOW, THEREFORE**, in consideration of the Agreement, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. This Modification is executed to modify the Mortgage to evidence the agreement of the parties that the lien of the Mortgage shall secure the indebtedness as amended and evidenced by the Agreement.
2. The Mortgage is modified to adjust the interest rate of the indebtedness secured by the Mortgage to One and One Hundredths Percent (1.01%) per annum, which is the which is the applicable Federal long-term rate as determined under Section 1274(d) of the Internal Revenue Code of 1986, as amended, for the month of June 2020.
3. The Mortgage is modified to extend the maturity date of the indebtedness secured by the Mortgage to June 1, 2050. The extended term shall have a commencement date of June 1, 2020.
4. The Mortgagee hereby affirms that Jordan W. Anderson is relieved of all personal obligations arising under the Mortgage.
5. The Mortgagor hereby reaffirms the terms, conditions and provisions of the Mortgage which shall remain in full force and effect as expressly provided therein. The Mortgagor acknowledges that by execution of this Modification Agreement, Mortgagor does not intend to effect a novation or substitution, but rather intends to effect an extension and renewal or modification of the original indebtedness now evidenced by the Agreement.
6. Mortgagor agrees and acknowledges that the indebtedness as renewed, extended or modified by the Agreement and secured hereby, is valid, binding and enforceable against the Mortgagor, and is not subject to any offsets, recoupment, deduction or other defenses of any kind or nature.
7. Except as modified hereby, the lien of the Mortgage shall remain in full force and effect.

[Remainder of Page Intentionally Left Blank. Signature Pages Follow]

IN WITNESS WHEREOF, the parties have caused this Modification to be signed as of the day and year first above written.

*Leslie Ward Slager*  
\_\_\_\_\_  
Leslie Ward Slager  
(Mortgagee)

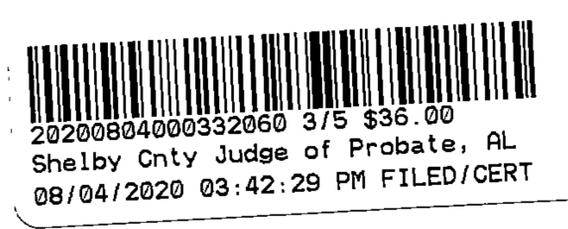
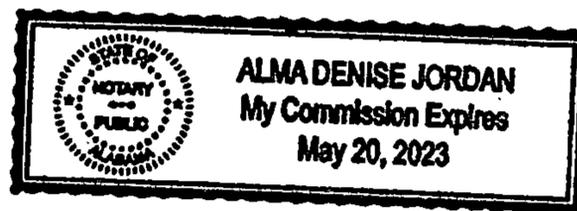
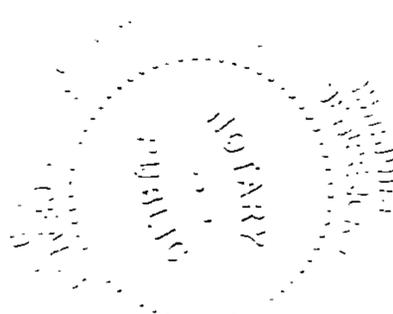
STATE OF ALABAMA            )  
  )  
COUNTY OF Shelby        )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Leslie Ward Slager, 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 said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 4 day of August, 2020.

*Alma Denise Jordan*  
\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_



*Noelle C. Anderson*

Noelle C. Anderson

(Mortgagor)

STATE OF ALABAMA )

COUNTY OF Shelby )

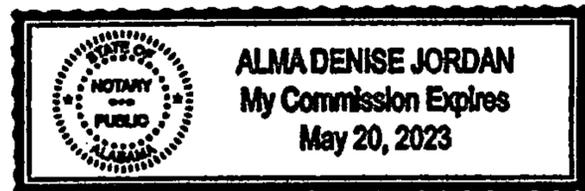
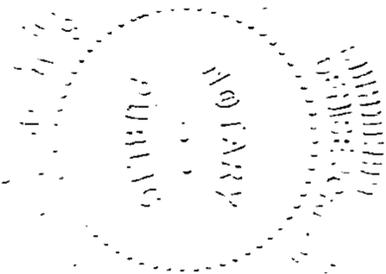
I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Noelle C. Anderson, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, she executed the same voluntarily on the day same bears date.

Given under my hand and official seal, this the 4 day of August, 2020.

*Alma Denise Jordan*

Notary Public

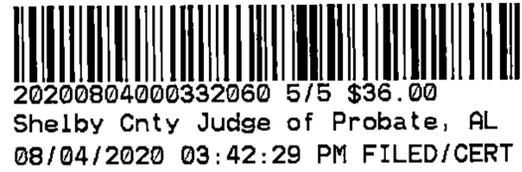
My Commission Expires: \_\_\_\_\_



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Shelby Cnty Judge of Probate, AL  
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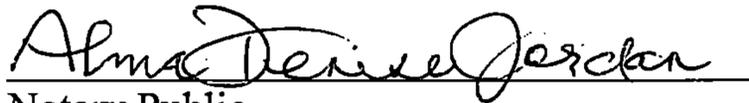
  
Jordan W. Anderson

STATE OF ALABAMA )  
COUNTY OF Shelby )

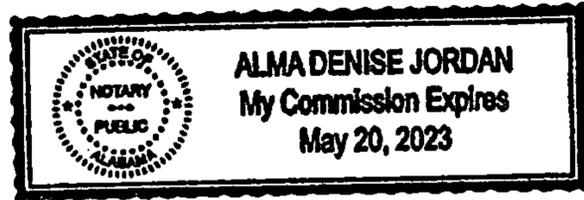
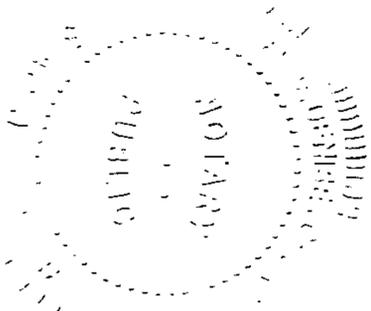


I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Jordan W. Anderson, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 4 day of August, 2020.

  
Notary Public

My Commission Expires: \_\_\_\_\_



This instrument prepared by:  
Katherine N. Barr, Esq.  
Sirote & Permutt, P.C.  
2311 Highland Avenue South  
P.O. Box 55727  
Birmingham, Alabama 35255-5727