

Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed of record in the public records: your social security number or your driver's license number.

MORTGAGE LOAN RENEWAL, EXTENSION, AND MODIFICATION AGREEMENT

STATE OF ALABAMA §
 §
COUNTY OF SHELBY §

THIS AGREEMENT, dated as of **OCTOBER 19, 2020** and to be effective **SEPTEMBER 30, 2020**, is made by and between **BANCORPSOUTH BANK** ("Lender") and **TIFONI PARKER DEFALCO AND RODNEY JOE DEFALCO** ("Borrower", whether one or more).

A. Borrower executed and delivered to Lender that certain Promissory Note (the "Note"), dated **November 26, 2019** in the amount of **FIVE HUNDRED THIRTY-NINE THOUSAND SEVEN HUNDRED FIFTY AND 0/100 DOLLARS**, payable to the order of Lender (the "Loan").

B. Borrower executed and delivered to Lender, that certain Mortgage, Security Agreement and Financing Statement ("Deed of Trust"), dated **November 26, 2019**, to **LENDER** recorded in 20191127000442170, of the PUBLIC Records of **SHELBY** County, Alabama; covering the property (the "Property") described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN FOR ALL PURPOSES.

to secure the payment of the Note and performance of other obligations relating to the Loan by Borrower.

C. Lender and Borrower now propose to modify certain of the terms and provisions of the Note, the Mortgage and related documents pertaining to, evidencing or securing the Loan and renew and extend the liens securing same (all of the foregoing being sometimes hereinafter collectively referred to as the "Loan Documents").

NOW THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Liability of Borrower.** This Agreement shall in no way be deemed a release by Lender of the liability of Borrower under the Note and the other Loan Documents.

2. **Title Assurance.** If requested by Lender, contemporaneously with the execution and delivery hereof, Borrower shall cause the title company to issue to Lender an endorsement to its Mortgagee Policy in form and content acceptable to Lender, agreeing that the Mortgagee Policy is still in full force and effect and unimpaired, notwithstanding the terms and provisions hereof.

3. **Acknowledgment by the Borrower.** Except as otherwise specified herein, the terms and provisions hereof shall in no manner impair, limit, restrict or otherwise affect the obligations of Borrower to Lender as evidenced by the Loan Documents. As a material inducement to Lender to execute and deliver this Agreement, Borrower hereby acknowledges and agrees that the lien, security interest and assignment created and evidenced by the Mortgage and/or other Loan Documents are, respectively, a valid and subsisting first lien, security interest and assignment of the respective dignity and priority recited in the Mortgage and/or the other Loan Documents. As a further material inducement to Lender to execute and deliver this Agreement, Borrower hereby acknowledges that there are no claims or offsets against, or defenses or counterclaims to the terms or provisions of the obligations created or evidenced by the Loan Documents and represents that no event has occurred and no condition exists which would constitute a default, either with or without notice or lapse of time, or both, under the Loan Documents. Borrower further acknowledges that the current principal balance of the Loan is **\$539,750**.

4. **Modifications to Loan Documents.** As of the date hereof, the Loan Documents are amended and Borrower agrees as follows:

- (a) **The Construction term of the loan is being amended from 7/18/2020 to 11/13/2020.**
- (b) The Note, Deed of Trust and other Loan Documents are amended as necessary to reflect the above provisions

5. **Fees, Costs, and Expenses.** Contemporaneously with the execution and delivery hereof, Borrower shall pay, or cause to be paid, all costs and expenses incident to the preparation, execution and recordation hereof and the consummation of the transaction contemplated hereby, including, but not limited to, recording fees, title insurance policy or endorsement premiums or other charges of the title company and fees and expenses of legal counsel to Lender.

6. **Additional Documentation.** From time to time, Borrower shall execute or procure and deliver to Lender such other and further documents and instruments evidencing, securing or pertaining to the Loan or the Loan

Documents as shall be reasonably requested by Lender so as to evidence or effect the terms and provisions hereof. Upon Lender's request, Borrower shall cause to be delivered to Lender an opinion of counsel, satisfactory to Lender in its sole discretion as to form, substance and rendering attorney, opining to the validity and enforceability of this Agreement, and the terms and provisions hereof, and any other agreement executed in connection with the transaction contemplated hereby and as to such other matters as Lender may reasonably request.

7. **Effectiveness of the Loan Documents.** Except as expressly modified by the terms and provisions hereof, each and every of the terms and provisions of the Loan Documents are and shall remain in full force and effect and BORROWER HEREBY RENEWS AND EXTENDS ALL LIENS OF LENDER ON THE PROPERTY UNTIL THE NOTE AS SO MODIFIED, RENEWED AND EXTENDED HAS BEEN FULLY PAID, AND AGREES THAT SUCH EXTENSION SHALL IN NO MANNER AFFECT OR IMPAIR THE NOTE OR THE LIENS SECURING SAME AND THAT SAID LIENS SHALL NOT IN ANY MANNER BE WAIVED; provided, however, that any reference in any of the Loan Documents to the Loan or to any of the other Loan Documents shall be deemed, from and after the date hereof, to refer to the Loan and to such other Loan Documents, as modified hereby.

8. **Governing Law.** The terms and provisions hereof shall be governed by and construed in accordance with the laws of the State of Alabama, except to the extent preempted by United States federal law.

9. **Time of the Essence.** Time is of the essence in the performance of the covenants contained herein and in the Loan Documents.

10. By the execution hereof, Borrower reinstates, renews and extends the Note, the Security Instrument and all other loan documents as modified by this Agreement.

THIS LOAN IS PAYABLE IN FULL AT MATURITY. BORROWER MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. THE LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. BORROWER WILL THEREFORE BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT BORROWER MAY OWN, OR BORROWER WILL HAVE TO FIND A LENDER, WHICH MAY BE THE LENDER BORROWER HAS THIS LOAN WITH, WILLING TO LEND BORROWER THE MONEY. IF BORROWER REFINANCES THIS LOAN AT MATURITY, BORROWER MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF BORROWER OBTAINS REFINANCING FROM THE SAME LENDER.

THE WRITTEN LOAN AGREEMENT TO WHICH THIS NOTICE RELATES 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.

EXECUTED to be effective as of the date first above written.

20201204000556370 2/4 \$32.00
Shelby Cnty Judge of Probate, AL
12/04/2020 02:30:03 PM FILED/CERT

BANCORPSOUTH BANK

By: [Signature]

Name: Jason Perreault

Title: Vice President

BORROWER(S):

[Signature]
TIFONI PARKER DEFALCO

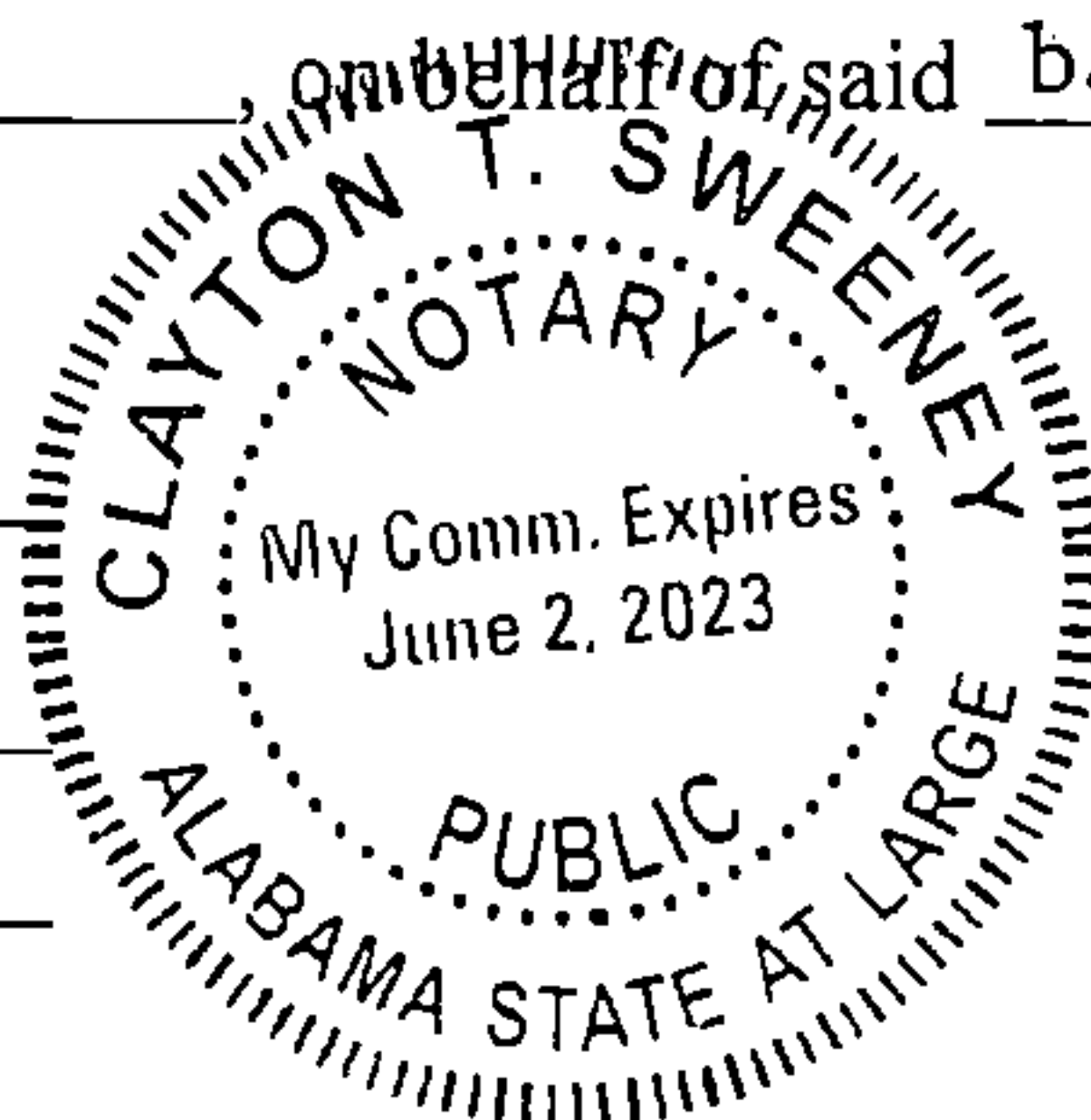
[Signature]
TIFONI PARKER DEFALCO
RODNEY JOE

STATE OF ALABAMA

COUNTY OF JEFFERSON

This instrument was acknowledged before me on the 2nd day of December, 2020, by Jason Perreault, Vice President of BANCORPSOUTH BANK, a Mississippi banking corporation, on behalf of said bank

[Signature]
Notary Public, State of Alabama
Notary's Name Printed: Clayton T. Sweeney
My commission expires: 06/02/2023



STATE OF ALABAMA

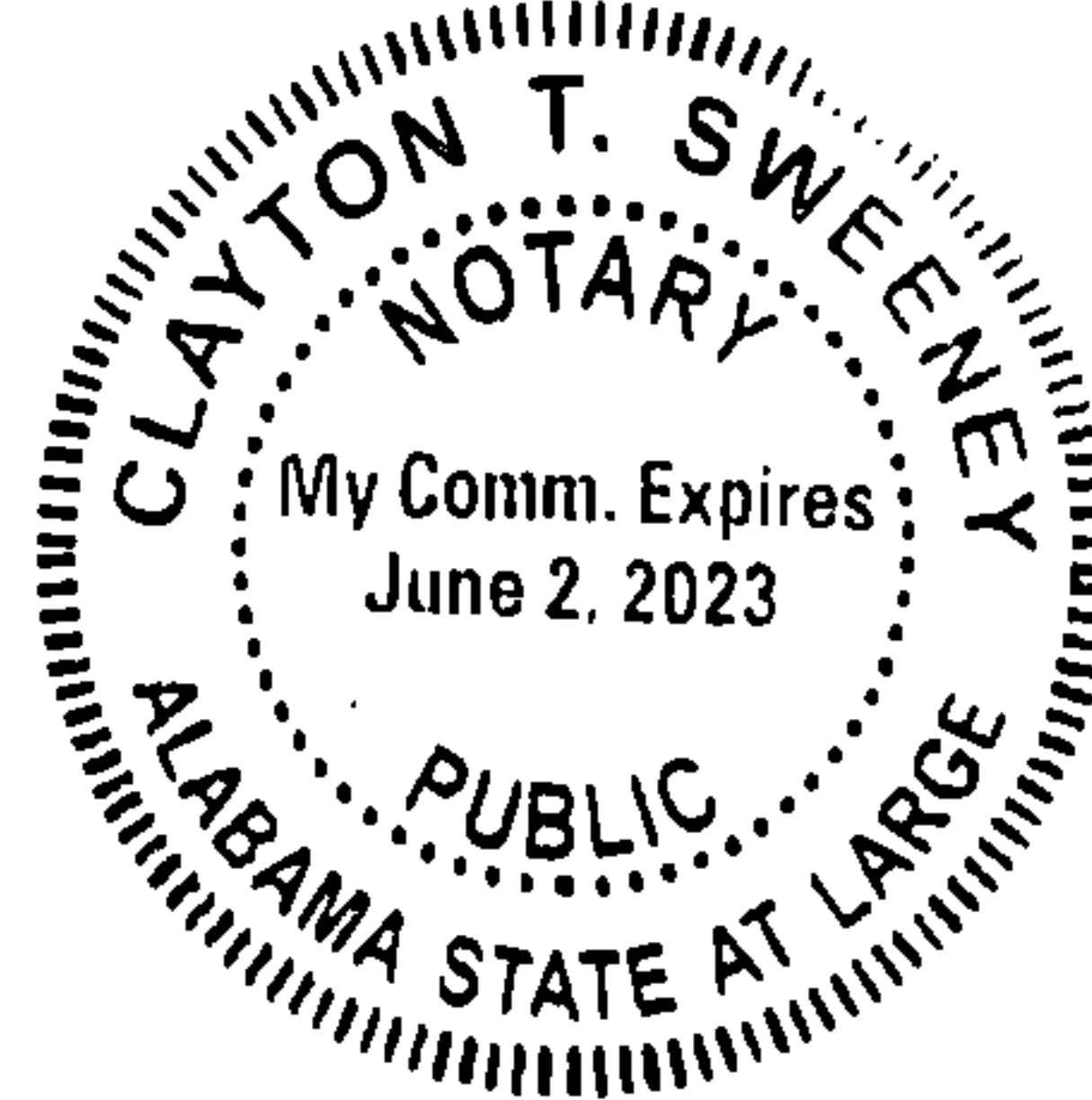
COUNTY OF JEFFERSON

This instrument was acknowledged before me on the 30th day of November,
2020 by TIFONI PARKER DEFALCO AND RODNEY JOE DEFALCO.

Notary Public, State of Alabama

Notary's Name Printed: Clayton T. Sweeney

My commission expires: 06/02/2023




20201204000556370 3/4 \$32.00
Shelby Cnty Judge of Probate, AL
12/04/2020 02:30:03 PM FILED/CERT

EXHIBIT A
LEGAL DESCRIPTION

Lot 56, according to the Survey of The Cove of Greystone, Phase II, as recorded in Map Book 29, Page 136 A&B, in the Probate Office of Shelby County, Alabama.

