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05/11/2021 09:32:57 AM
MORTAMEN 1/4

THIS INSTRUMENT PREPARED BY:
Oakworth Capital Bank - Sharon Kilgore
850 Shades Creek Parkway
Suite 200
Birmingham, AL 35209

AFTER RECORDING RETURN TO:
Oakworth Capital Bank
Sharon Kilgore (205) 263 4700
850 Shades Creek Parkway
Suite 200
Birmingham, AL 35209

(Space Above This Line For Recording Data)

MODIFICATION AGREEMENT - MORTGAGE

THIS MODIFICATION AGREEMENT ("Agreement") is made this 16th day of April, 2021, between Steven Davis and Susan Davis, a married couple, whose address is 1945 River Way Dr, Hoover, Alabama 35244-1418 ("Mortgagor"), and Oakworth Capital Bank whose address is 850 Shades Creek Parkway, Ste 200, Birmingham, Alabama 35209 ("Lender").

Oakworth Capital Bank and Mortgagor entered into a Mortgage dated January 11, 2017 and Security Instrument (Mortgage/Deed of Trust/Security Deed) in the amount of \$203,500.00, dated January 11, 2017 and recorded on February 7, 2017 in Instrument #20170207000046890, evidencing a lien on the property located at 1945 River Way Drive, Birmingham, AL 35244-1418; said Security Instrument (Mortgage/Deed of Trust/Security Deed) was modified by Modification Agreement dated April 16, 2018 and recorded May 16, 2018 in Instrument #20180516000168210, to increase mortgage amount to \$236,714.00., records of County of Shelby, State of Alabama ("Mortgage"). The Mortgage covers the following described real property:

Address: 1945 River Way Drive, Hoover, Alabama 35244-1418

Legal Description: See attached Exhibit A

It is the express intent of the Mortgagor and Lender to modify the terms and provisions set forth in the Mortgage. Mortgagor and Lender hereby agree to modify the Mortgage as follows:

- Increase Maximum Principal Amount from \$236,714.00 to \$366,358.00.

Mortgagor and Lender agree that the Mortgage including such changes, modifications, and amendments as set forth herein, shall remain in full force and effect with respect to each and every term and condition thereof and nothing herein contained shall in any manner affect the lien of the Mortgage on the Property. Nothing contained herein shall in any way impair the Mortgage or the security now held for the indebtedness thereunder, or alter, waive, annul, vary, or affect any provision, term, condition, or covenant therein, except as herein provided, nor affect or impair any rights, powers, privileges, duties, or remedies under the Mortgage it being the intent of Mortgagor and Lender that the terms and provisions thereof shall continue in full force and effect, except as specifically modified herein. Nothing in this Agreement shall constitute a satisfaction of the promissory note or notes, or other credit agreement or agreements secured by the Mortgage.

Lender's consent to this Agreement does not waive Lender's right to require strict performance of the Mortgage modified above, nor obligate Lender to make any future modifications. Any guarantor or cosigner shall not be released by virtue of this Agreement.

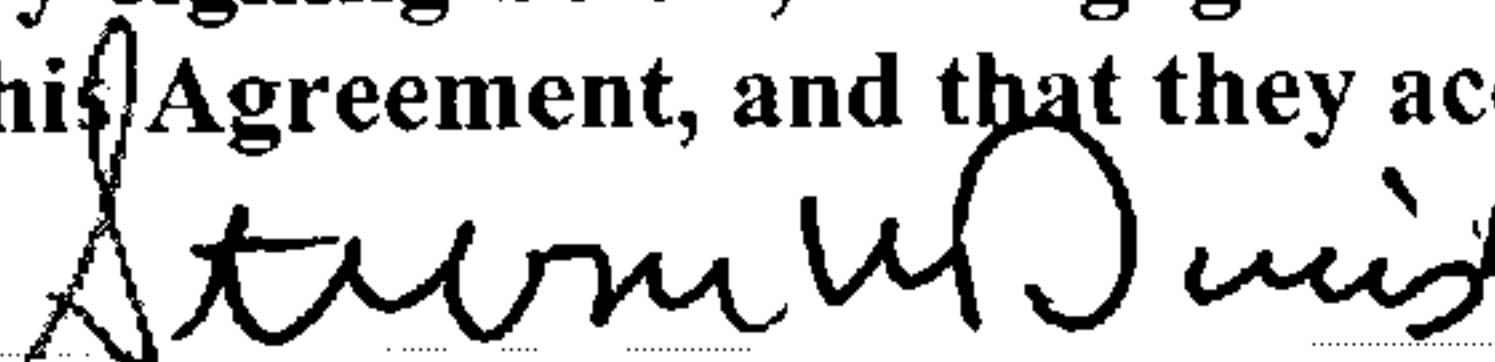
If any Mortgagor who signed the original Mortgage does not sign this Agreement, then all Mortgagors signing below acknowledge that this Agreement is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Agreement or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.



This Agreement shall be binding upon the heirs, successors, and assigns with respect to parties hereto. Whenever used, the singular shall include the plural, the plural, the singular, and the use of any gender shall be applicable to all genders.

ORAL AGREEMENTS DISCLAIMER. This 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 unwritten oral agreements between the parties.

By signing below, Mortgagor and Lender acknowledge that they have read all the provisions contained in this Agreement, and that they accept and agree to its terms.

 **APR 16 2021**
Steven Davis
Individually

Date

 **APR 16 2021**
Susan Davis
Individually

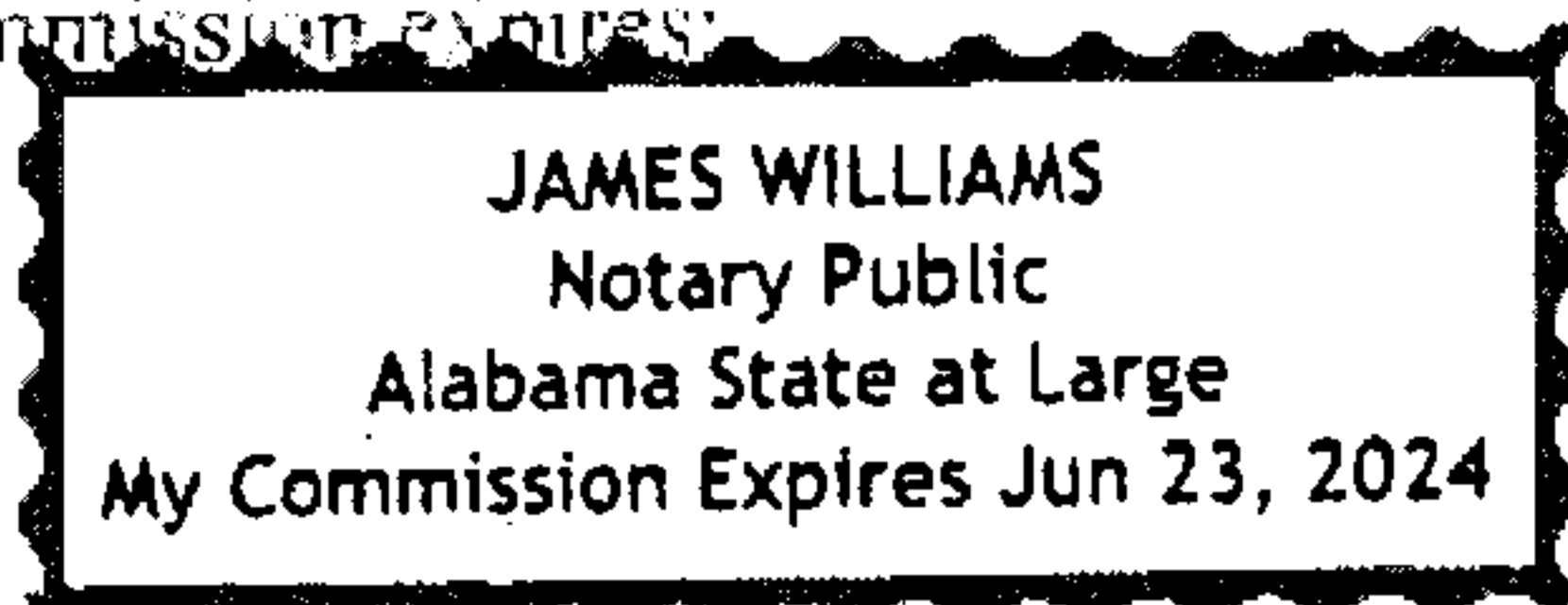
Date

INDIVIDUAL ACKNOWLEDGMENT

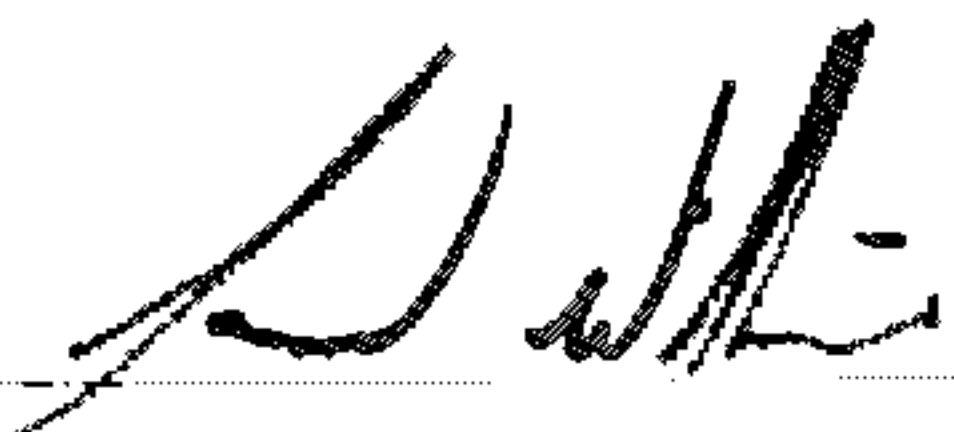
STATE OF ALABAMA)
COUNTY OF Jefferson)

I, James Williams, a Notary, do hereby certify that Steven Davis and Susan Davis, a married couple, whose names are signed to the foregoing and who are known to me, acknowledged before me on this day that, being informed of the contents of the Modification Agreement, they executed the same, voluntarily, on the day the same bears date. Given under my hand this 16th day of April, 2021.

My commission expires:

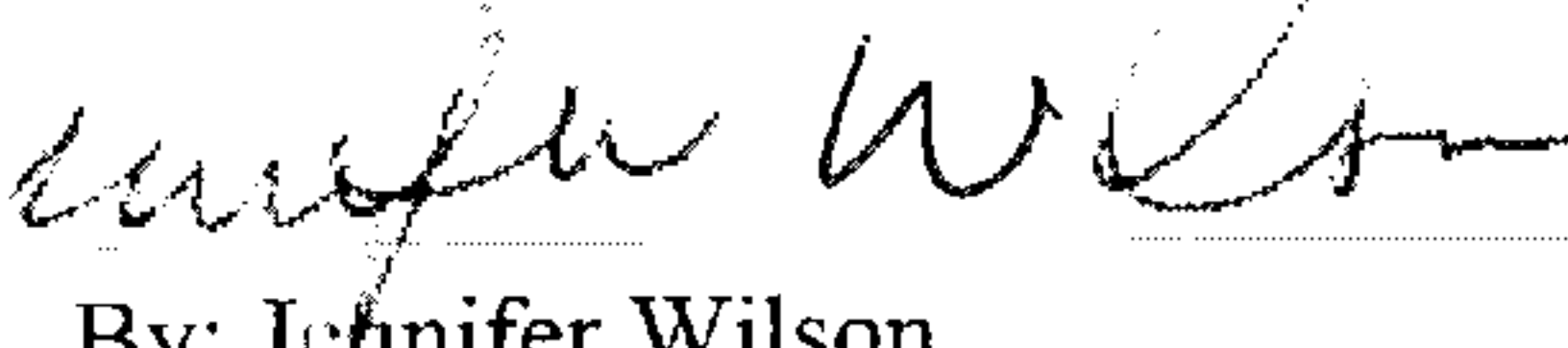


(Official Seal)



Identification Number

LENDER: Oakworth Capital Bank

 **APR 16 2021**
By: Jennifer Wilson
Its: Associate Managing Director

Date

BUSINESS ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF *Jefferson*)

I, *James D. Williams*, *Notary* in and for said County and in said State, hereby certify that Jennifer Wilson, Associate Managing Director of Oakworth Capital Bank, a(n) Alabama State Bank, 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 the instrument, he or she, in his or her official capacity and with full authority, executed the same voluntarily for and as the act of said State Bank.

Given under my hand this the 16th day of April, 2021.

My commission expires:



(Official Seal)

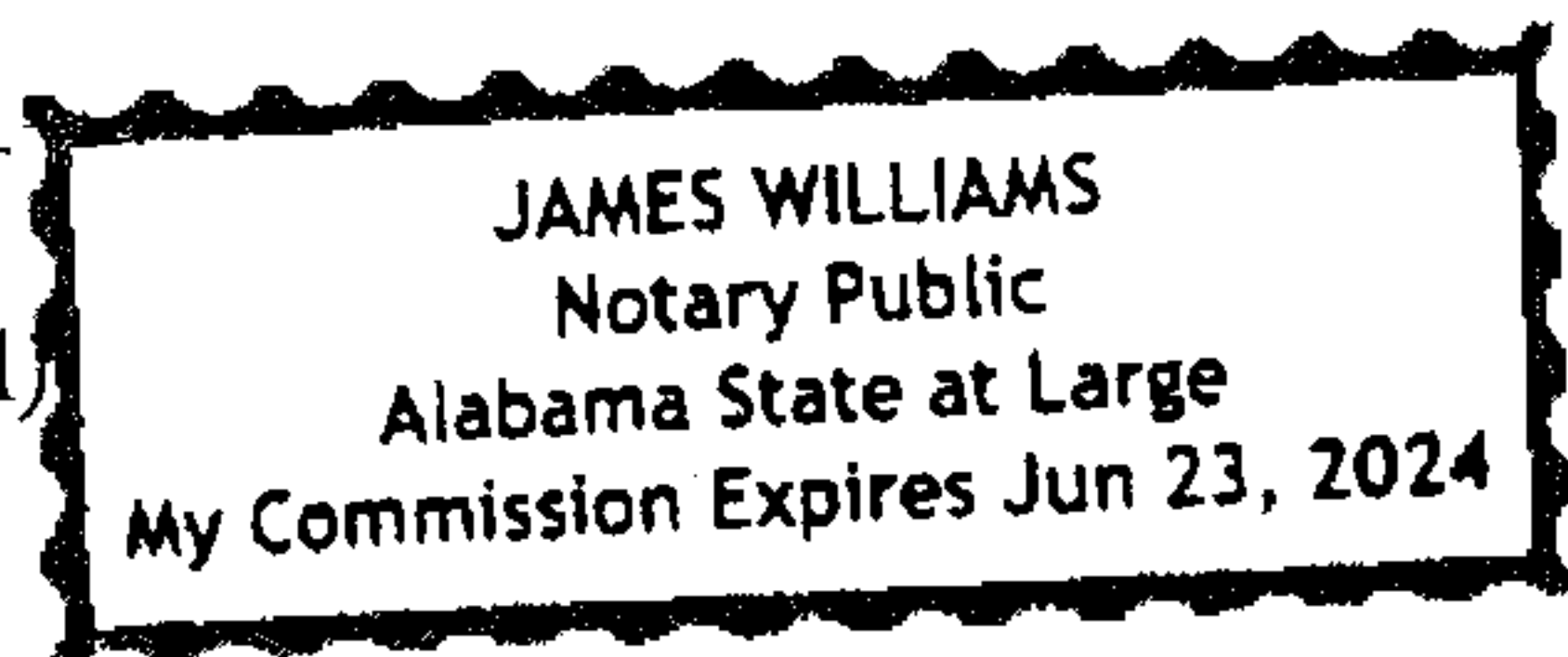


Exhibit A

SITUATED IN THE COUNTY OF SHELBY, CITY OF HOOVER AND STATE OF Alabama:

LOT 264, ACCORDING TO THE MAP AND SURVEY OF RIVERCHASE COUNTRY CLUB, NINTH ADDITION, AS RECORDED IN MAP BOOK 8, PAGE 46 A & B, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

BEING ALL OF THAT CERTAIN PROPERTY CONVEYED TO STEVEN DAVIS AND SUSAN DAVIS, AS JOINT TENANTS, WITH RIGHT OF SURVIVORSHIP FROM PRUDENTIAL RESIDENTIAL SERVICES, LIMITED PARTNERSHIP, A DELAWARE LIMITED PARTNERSHIP, BY DEED DATED MARCH 27, 2003 AND RECORDED APRIL 08, 2003 IN INSTRUMENT NUMBER 20030408000211280 OF OFFICIAL RECORDS.

APN: 11-7-26-0-002-071-000

Steven Davis

1945 RIVER WAY DR, HOOVER, Alabama 35244

First American Order No: 90535627LA



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
05/11/2021 09:32:57 AM
\$225.55 CHERRY
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Allie S. Bayal