

20210827000418970  
08/27/2021 01:22:43 PM  
MORTAMEN 1/4

**THIS INSTRUMENT PREPARED BY:**

Progress Bank & Trust  
Lauren Roberts  
255 Grant Street  
Decatur, AL 35601

**AFTER RECORDING RETURN TO:**

Progress Bank & Trust  
Lauren Roberts  
255 Grant Street  
Decatur, AL 35601

(Space Above This Line For Recording Data)

LOAN NUMBER: 8000008989

NMLS ORIGINATOR IDENTIFIER: 579540

## MODIFICATION AGREEMENT - MORTGAGE

**THIS MODIFICATION AGREEMENT** ("Agreement") is made this 23rd day of August, 2021, between Cleveland R Stewart and Margaret M Stewart, a married couple, whose address is 1192 Eagle Park Rd, Birmingham, Alabama 35242-6957 ("Mortgagor"), and Progress Bank & Trust whose address is 2121 Highland Ave South, Birmingham, Alabama 35205 ("Lender").

Progress Bank & Trust and Mortgagor entered into a Mortgage dated June 5, 2020 and filed in the Office of the Judge of Probate, Instrument # 20200610000235570, records of County of Shelby, State of Alabama ("Mortgage"). The Mortgage covers the following described real property:

Address: 1192 Eagle Park Road, Birmingham, Alabama 35242

Legal Description: See 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 by \$50,000.00 to \$150,000.00.

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.

Cleveland R Stewart 8/23/2021  
Cleveland R Stewart Date

Margaret M Stewart 8/23/2021  
Margaret M Stewart Date

**INDIVIDUAL ACKNOWLEDGMENT**

STATE OF ALABAMA )  
COUNTY OF JEFFERSON )

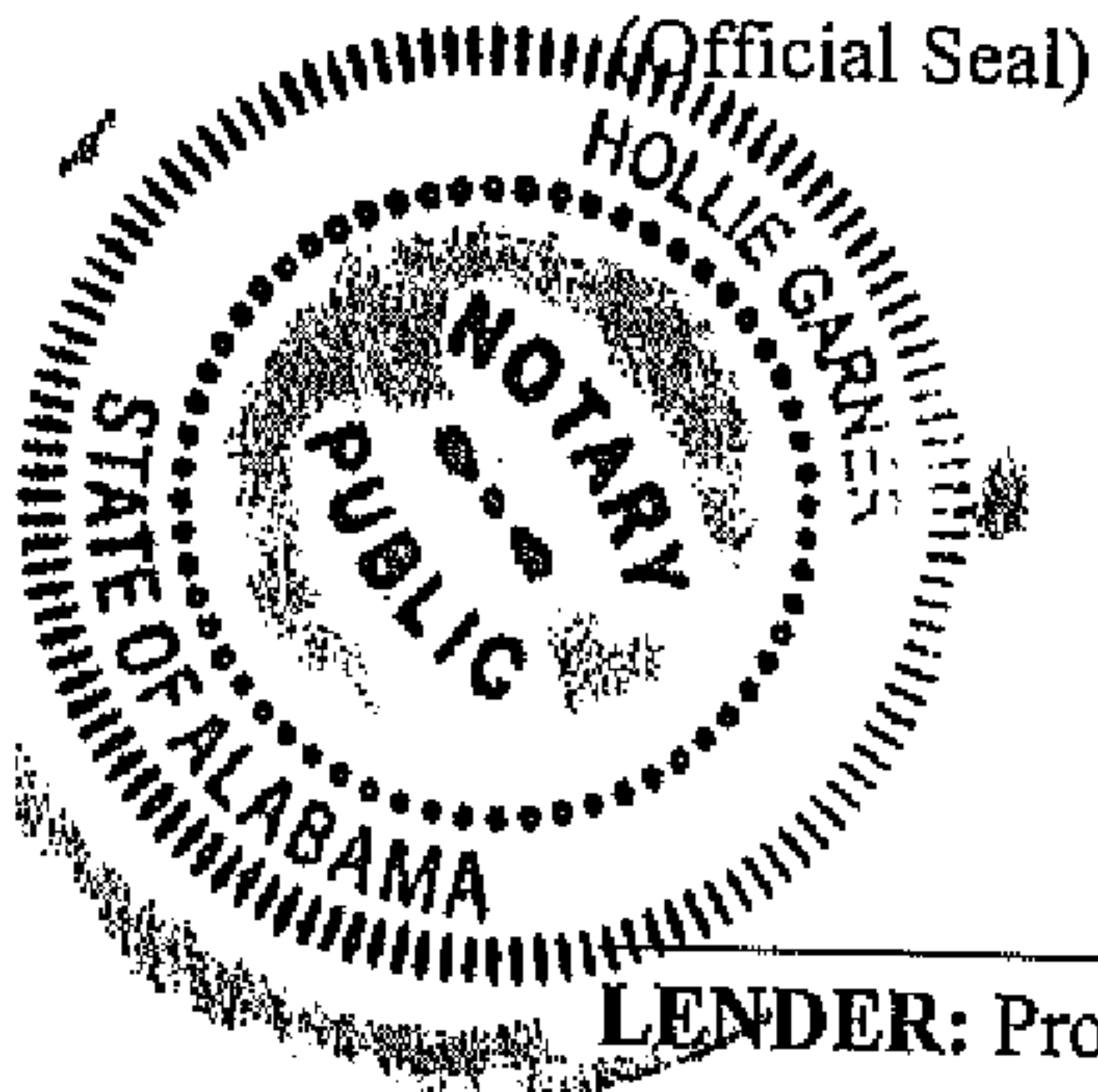
I, Hollie Garner, a Notary Public, do hereby certify that Cleveland R Stewart and Margaret M Stewart, a married couple, whose names are signed to the foregoing and who are known to me, acknowledged before me on this day that, being informed of the contents of the Modification Agreement, they executed the same, voluntarily, on the day the same bears date. Given under my hand this 23rd day of August, 2021.

My commission expires: 1/15/2025

Notary Public residing at 2121 Highland Avenue  
South, Birmingham, AL 35205.

Hollie Garner

Notary Public  
Identification Number



**LENDER:** Progress Bank & Trust

By: Ann Hamiter Date  
Its: VP Private Banking



**BUSINESS ACKNOWLEDGMENT**

STATE OF ALABAMA )  
COUNTY OF JEFFERSON )

I, Hollie Garner, Notary Public in and for said County and in said State, hereby certify that Ann Hamiter, VP Private Banking of Progress Bank & Trust, a(n) Alabama 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 Bank.

Given under my hand this the 23rd day of August, 2021.

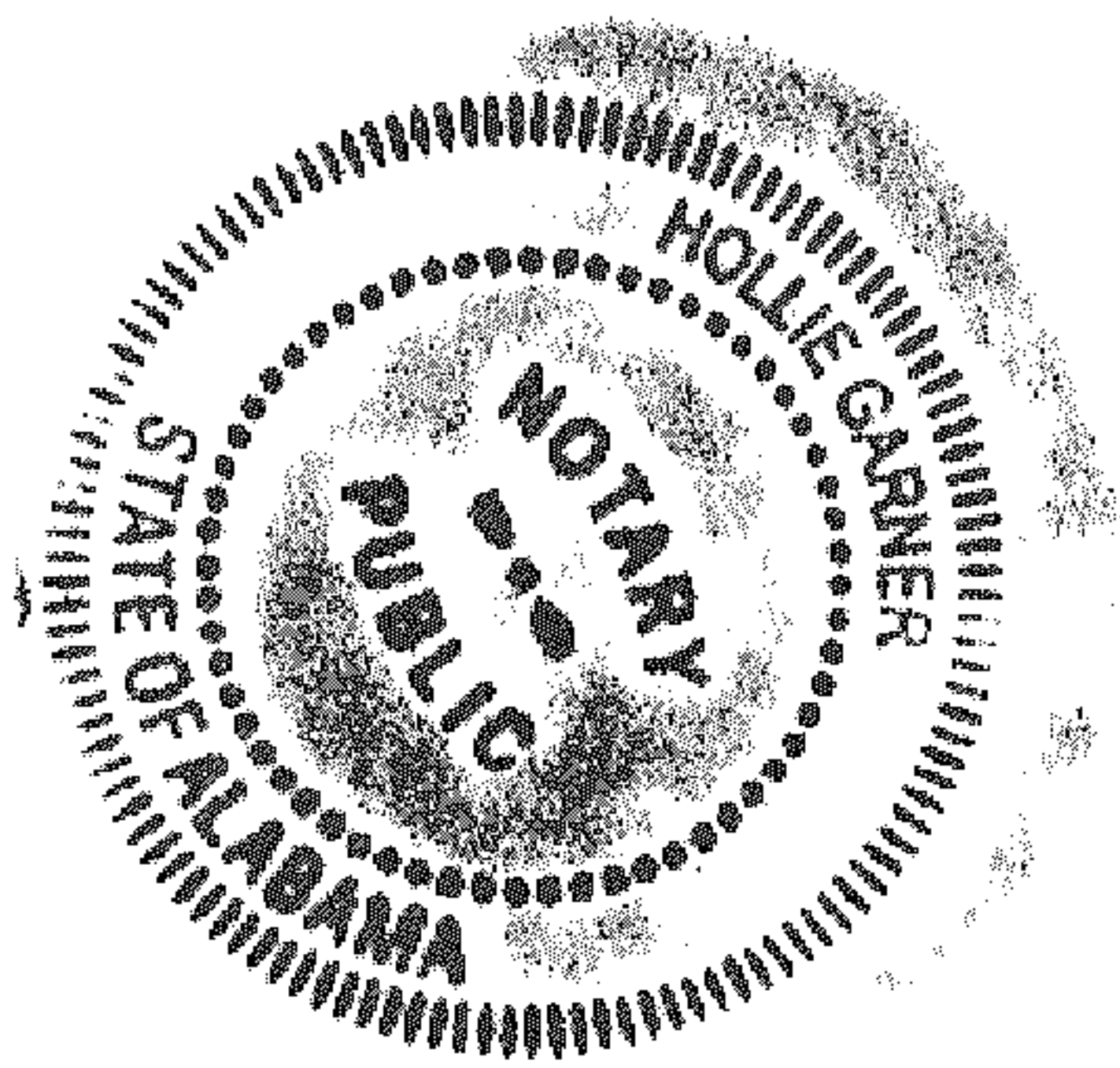
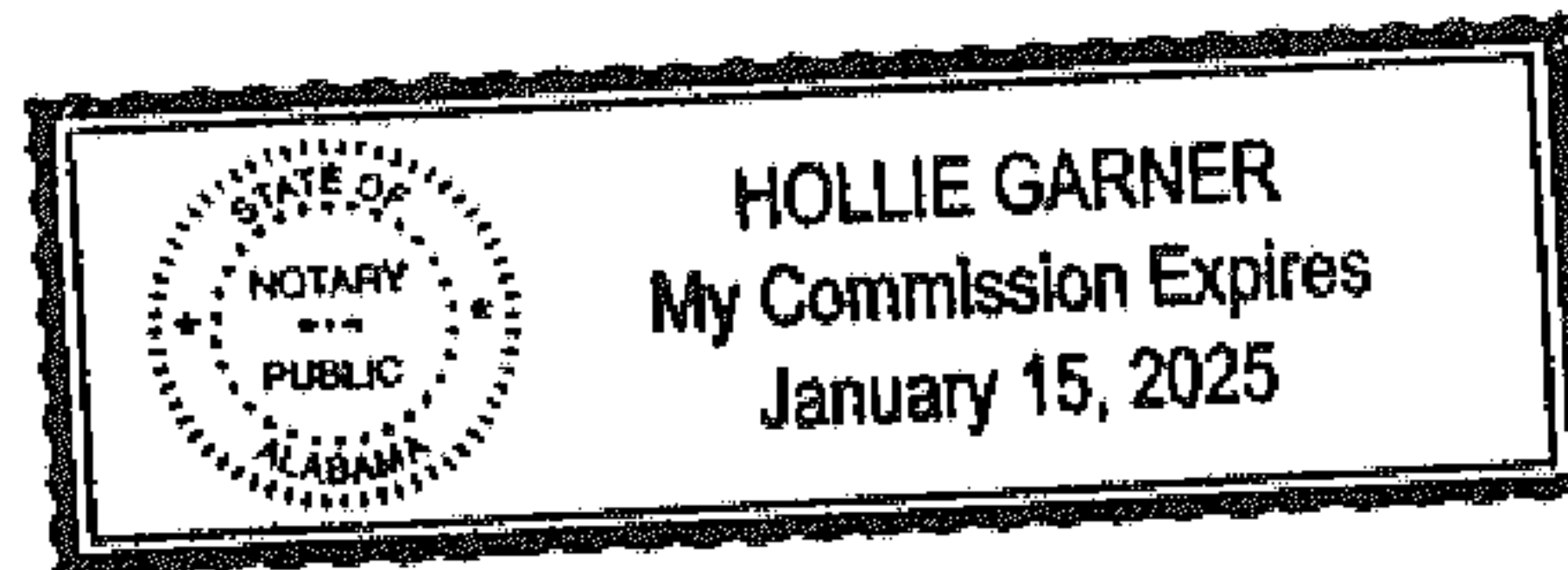
My commission expires: 1/15/2025

Hollie Garner

Notary Public residing at 2121 Highland Avenue  
South, Birmingham, AL 35205.

Notary Public

(Official Seal)

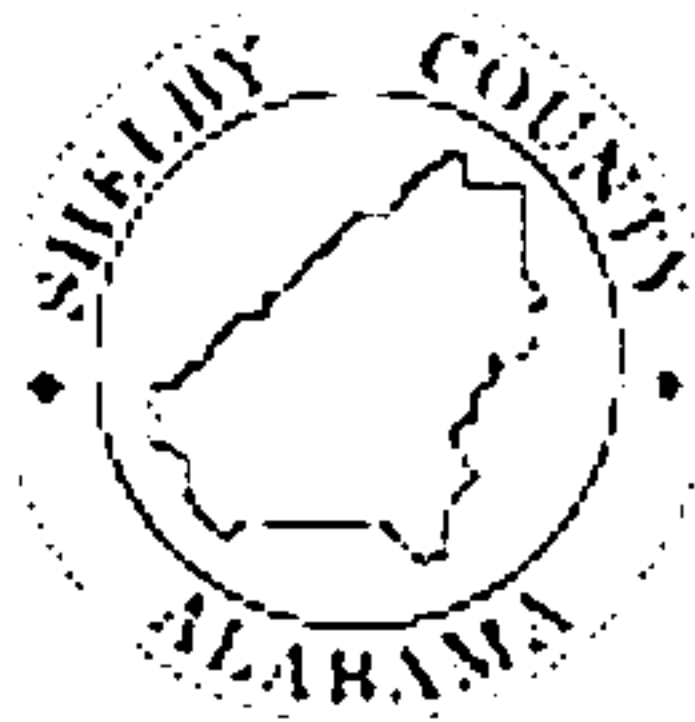


**Legal Description**

Lot 32, according to the Survey of Eagle Point, 12<sup>th</sup> Sector, Phase II, as recorded in Map Book 23, Page 82, in the Probate Office of Shelby County, Alabama.

*CPS*

*MS*



**Filed and Recorded**  
**Official Public Records**  
**Judge of Probate, Shelby County Alabama, County**  
**Clerk**  
**Shelby County, AL**  
**08/27/2021 01:22:43 PM**  
**\$181.00 CHERRY**  
**20210827000418970**

*Allie S. Bayl*