

**AMENDMENT AND MODIFICATION TO MORTGAGE**  
(this "Agreement")

STATE OF ALABAMA )  
COUNTY OF SHELBY )

**Mortgage Recording Information:**  
**Instrument #20180713000249560,**  
**Instrument #20180813000288230**

THIS Agreement, made and entered into as of the 14 day of October, 2021, by and between **Jonathan C. Stephens and Jennifer Sides Stephens** (the "Mortgagors"), and **BANCORPSOUTH BANK** (the "Mortgagee").

**RECITALS:**

WHEREAS, the Mortgagors executed a Mortgage (the "Mortgage") in favor of **BANCORPSOUTH BANK** (the "Mortgagee"), in the original sum of Two Hundred Fifty Thousand and No/100 Dollars (U.S. \$250,000.00) dated June 14, 2018 and said mortgage is recorded in the Office of the Judge of Probate of Shelby County, Alabama, (the "Mortgage") in **Instrument #20180713000249560 and corrected in Instrument #20180813000288230;**

WHEREAS, the Paragraph 4 of the Mortgage refers to the Secured Debt being "Debt incurred under the terms of all promissory note(s), contract(s), guaranty(ies) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions";

WHEREAS, the Mortgagors and Mortgagee desire to extend, renew, modify and substitute the original debt, described as "A loan dated 6/14/2018 in the principal amount of \$250,000.00 that matures on 6/14/2019 Given by Jonathan C Stephens" with "A loan dated 10/14/2021 in the principal amount of \$250,000.00 that matures on 10/26/2031 with Jonathan C. Stephens" as Secured Debt.

**WITNESSETH:**

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, it is hereby agreed among the parties as follows:

1. Section A of Paragraph 4 of the Mortgage: **is now amended to specifically include "A loan dated 10/14/2021 in the principal amount of \$250,000.00 that matures on 10/26/2031 with Jonathan C. Stephens" as Secured Debt.**

2. Enforceability. The Mortgagors acknowledged that the Mortgage is a first valid and prior lien or encumbrance against the Property, and the Mortgagors further acknowledged that the Note

and other Loan Documents, as herein amended, are enforceable in accordance with their respective terms,

3. No Impairment of Lien. The Property shall remain in all respects subject to the lien, charge or encumbrance of the Mortgage, and nothing herein contained or done in pursuance hereof, shall affect or be construed to affect the lien, charge or encumbrance of the Mortgage or other Loan Documents, or the priority thereof over the liens, charges, encumbrances, or conveyances, or except as expressly provided herein, to release or affect the liability of any party or parties whomsoever who may now or hereafter be liable hereunder or on account of the Note and/or Mortgage and/or other Loan Documents. Nothing herein contained or done in pursuance hereof shall affect or be construed to affect the lien, charge or encumbrance of any other security or interest, if any, held by the Mortgagee as additional security for or evidence of the Note and the Mortgagor warrants that such security constitutes a first valid and prior lien against the collateral covered by the Loan Documents.

4. Effect. Except as modified by this Agreement, all of the conditions, obligations, agreements and stipulations made in the original Note, Mortgage and other Loan Documents shall remain in full force and effect in all matters and respects.

IN WITNESS WHEREOF, the Mortgagors hereto have caused this Agreement to be executed on the day and year first above written and the persons executing this Agreement for the parties hereto are duly authorized to do so.

  
Jonathan C. Stephens

  
Jennifer Sides Stephens

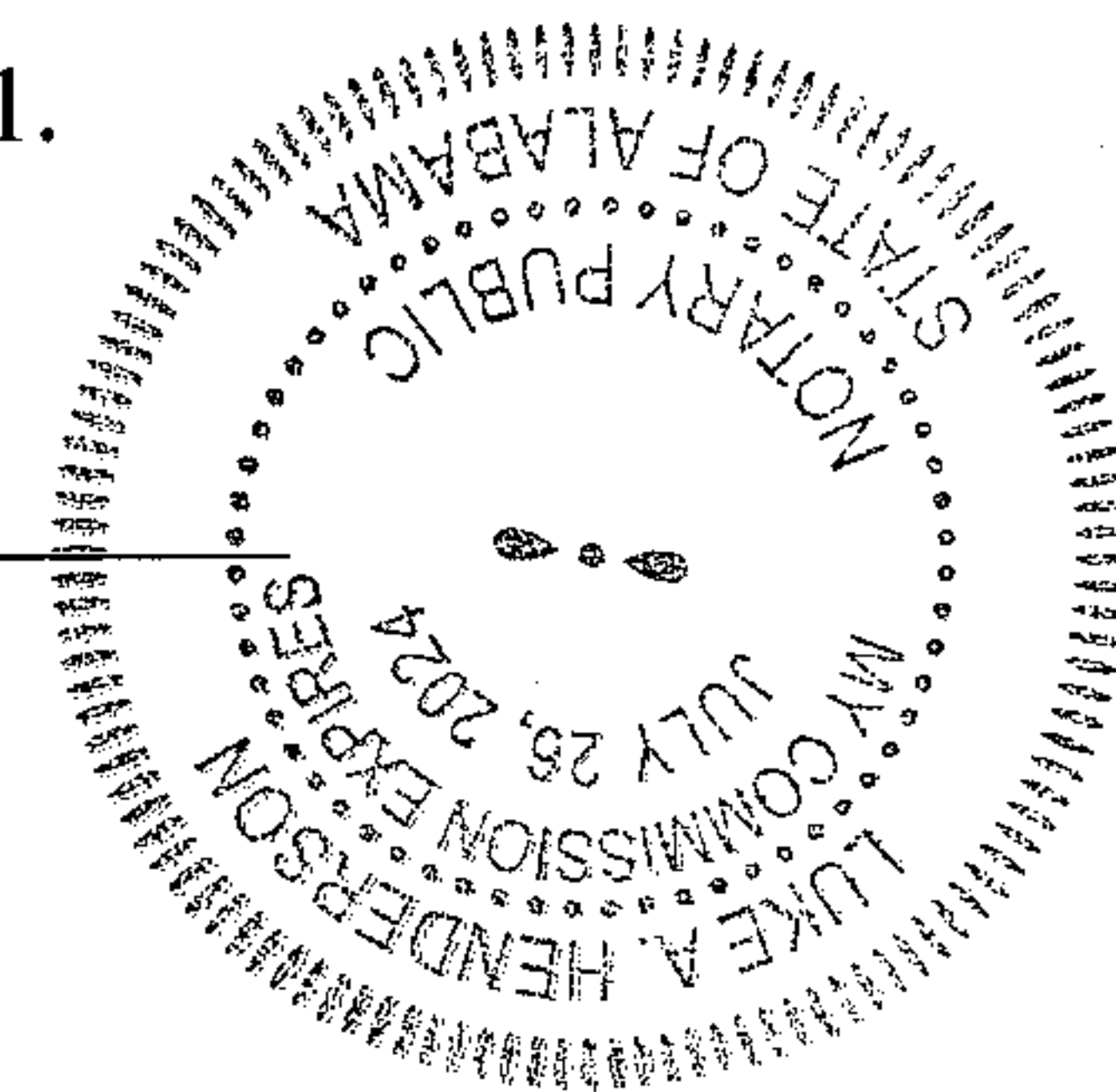
STATE OF ALABAMA     )  
COUNTY OF JEFFERSON    )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that **Jonathan C. Stephens, (also known as J. Craig Stephens)** whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 14 day of October, 2021.

My Commission Expires:

  
Notary Public



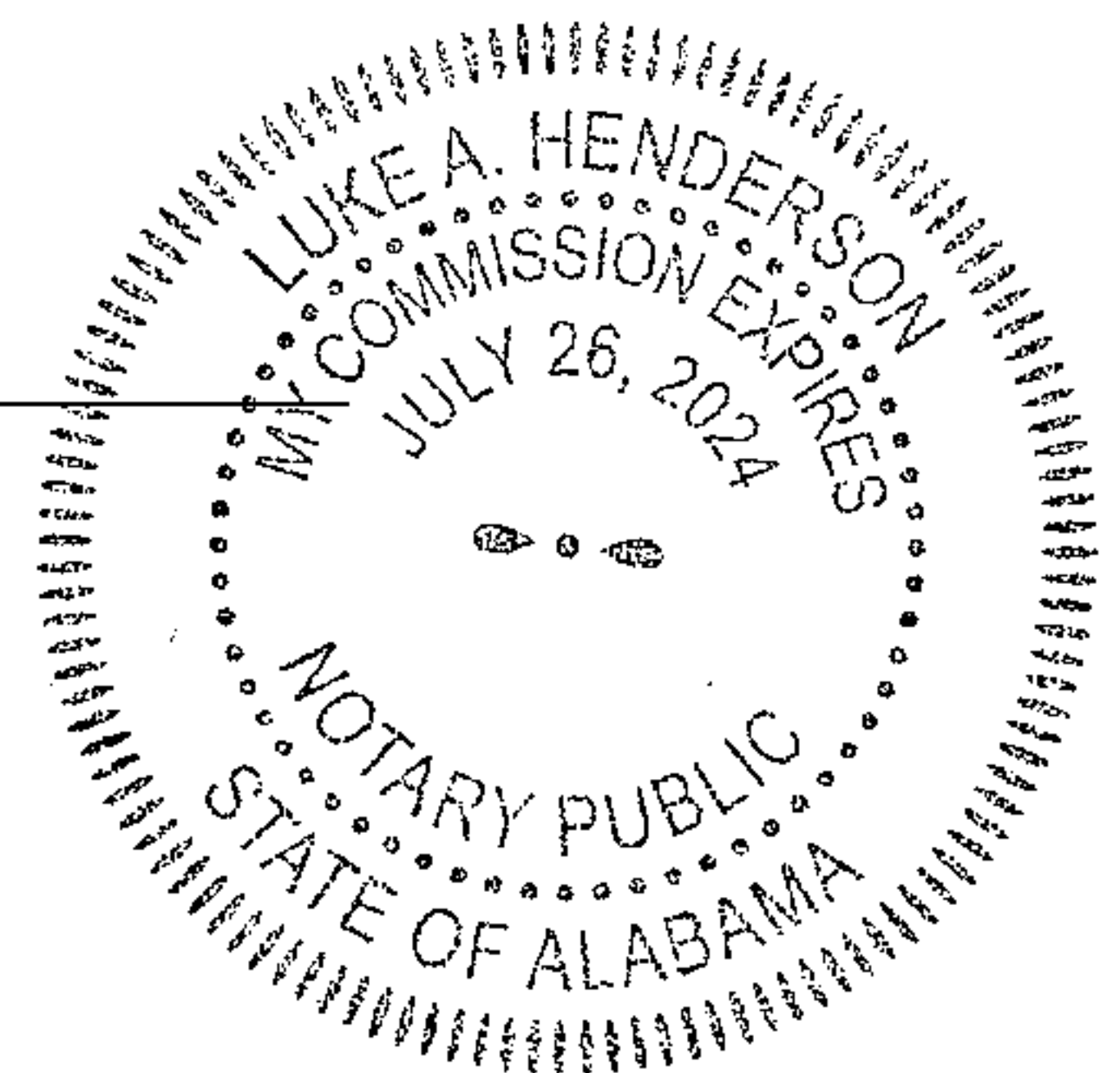
20211018000504690 10/18/2021 11:19:58 AM MORTAMEN 3/3  
STATE OF ALABAMA )  
COUNTY OF JEFFERSON )

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

Given under my hand and official seal, this the 14 day of October, 2021.

My Commission Expires:

  
Notary Public

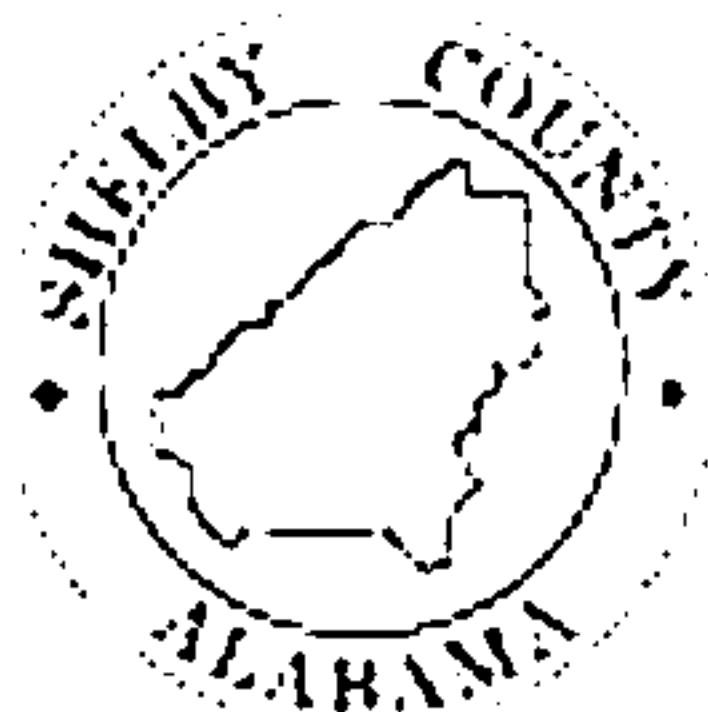


This instrument has been prepared by:  
Luke A. Henderson, Esq.  
17 Office Park Circle, Ste 150  
Birmingham, AL 35223

This instrument has been prepared by the request of the Mortgagor and without title being  
examined by Preparer.

Be it known that:

**Jonathan C. Stephens and Jennifer Sides Stephens are a married couple. Jonathan C.  
Stephens is one and the same person as J. Craig Stephens.**



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
10/18/2021 11:19:58 AM  
\$405.00 JOANN  
20211018000504690

