

22096087

**RECORDATION REQUESTED BY:**

CADENCE BANK  
Bus Bkg AL Bham Main  
2100 Third Avenue North Suite 1100  
Birmingham, AL 35203



20211209000585450 1/4 \$516.70  
Shelby Cnty Judge of Probate, AL  
12/09/2021 11:46:07 AM FILED/CERT



ORIGINAL

**WHEN RECORDED MAIL TO:**

CADENCE BANK  
LOAN OPERATIONS  
3500 Colonnade Parkway, Ste 600  
Birmingham, AL 35243

**SEND TAX NOTICES TO:**

Overton Gap LLC  
3100 Lorna Road Ste. 100 c/o Nai Chase Commercial  
Birmingham, AL 35216

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

 **CADENCE**  
BANK

**MODIFICATION OF MORTGAGE**

**THIS MODIFICATION OF MORTGAGE** dated November 9, 2021, is made and executed between Overton Gap LLC, whose address is 3100 Lorna Road Ste. 100 c/o Nai Chase Commercial, Birmingham, AL 35216 (referred to below as "Grantor") and CADENCE BANK, whose address is 2100 Third Avenue North Suite 1100, Birmingham, AL 35203 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated April 10, 2018 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

A mortgage in the amount of \$361,200.00 dated April 10, 2018 and recorded on April 11, 2018 in Book Mortgage 1/8 and in Instrument 20180411000121140.

**REAL PROPERTY DESCRIPTION.** The Mortgage covers the following described real property located in Shelby County, State of Alabama:

Lot 1, according to the Final Plat of Chelsea Village, as recorded in Map Book 47, page 63, in the Probate Office of Shelby County, Alabama.

The Real Property or its address is commonly known as 10699 Old Highway 280, Building 1, Chelsea, AL 35043. The Real Property tax identification number is 09-8-28-0-001-026.006.

**MODIFICATION.** Lender and Grantor hereby modify the Mortgage as follows:

The purpose of this modification is extended maturity date to 11-09-2026. The mortgage amount is now decreased to \$323,783.72.

**CONTINUING VALIDITY.** Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification 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.

MODIFICATION OF MORTGAGE  
(Continued)

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED NOVEMBER 9, 2021.

THIS MODIFICATION IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MODIFICATION IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

GRANTOR:

OVERTON GAP LLC

By: Connie R. Ponder (Seal)  
Connie R. Ponder, Member of Overton Gap LLC

PONDER PROPERTIES, L.L.C., Member of Overton Gap LLC

By: Terry Ponder (Seal)  
Terry Ponder, Sole Managing Member of Ponder Properties, L.L.C.

LENDER:

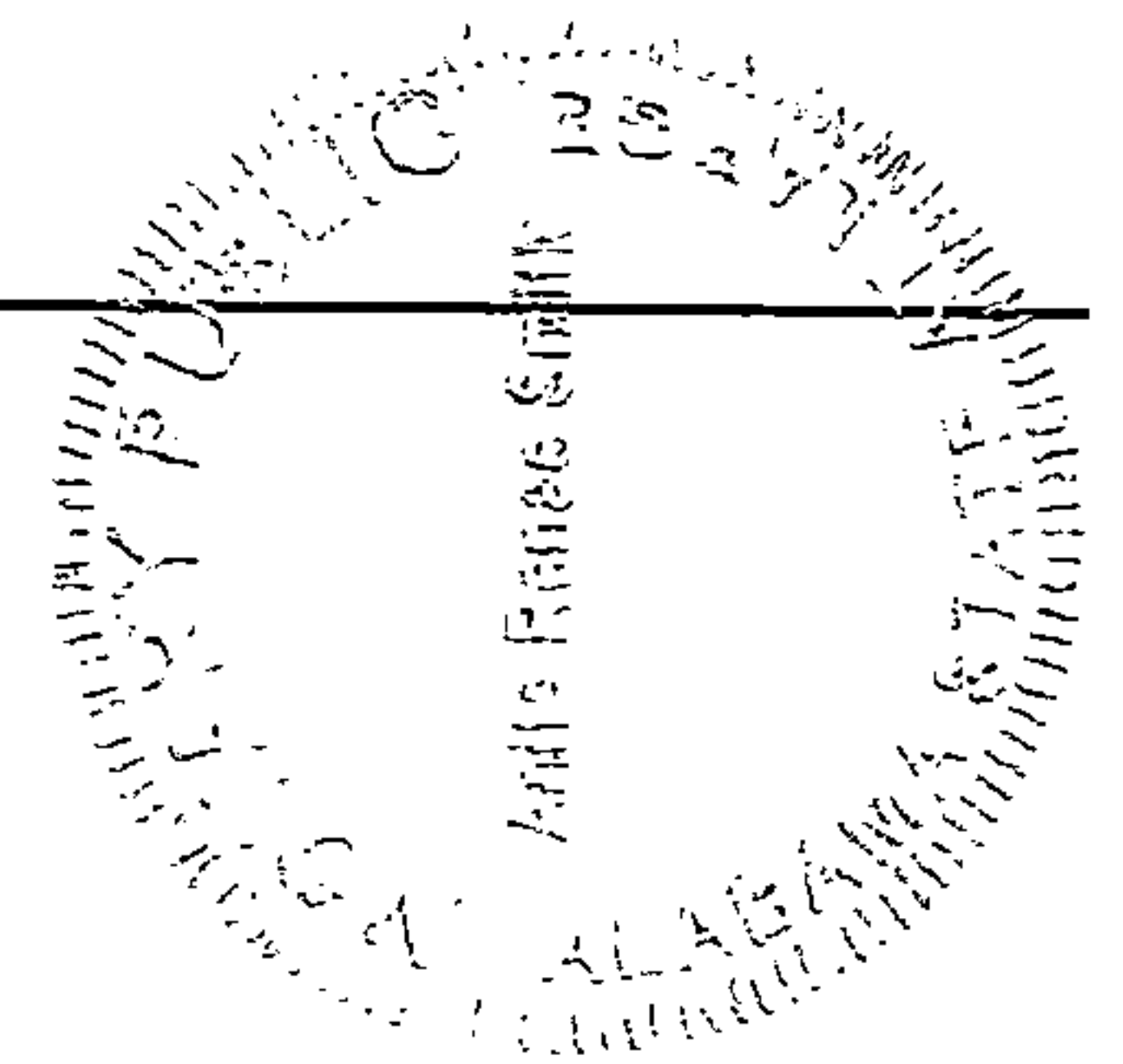
CADENCE BANK

Karley Allison (Seal)  
Authorized Signer20211209000585450 2/4 \$516.70  
Shelby Cnty Judge of Probate, AL  
12/09/2021 11:46:07 AM FILED/CERT

This Modification of Mortgage prepared by:

Name: Latha A. Mitchell, Lending Support Specialist  
Address: 3500 Colonnade Parkway, Suite 600  
City, State, ZIP: Birmingham, AL 35243

## LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF AlabamaCOUNTY OF Jefferson) Anita Renae Smith  
Notary Public, Alabama State at Large

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Connie R. Ponder, Member of Overton Gap LLC and Terry Ponder, Sole Managing Member of Ponder Properties, L.L.C., Member of Overton Gap LLC, a limited liability company, are signed to the foregoing Modification and who are known to me, acknowledged before me on this day that, being informed of the contents of said Modification, they, as such members and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this 10th day of November, 2021.Anita Renae Smith  
Notary PublicMy commission expires Oct 3, 2025

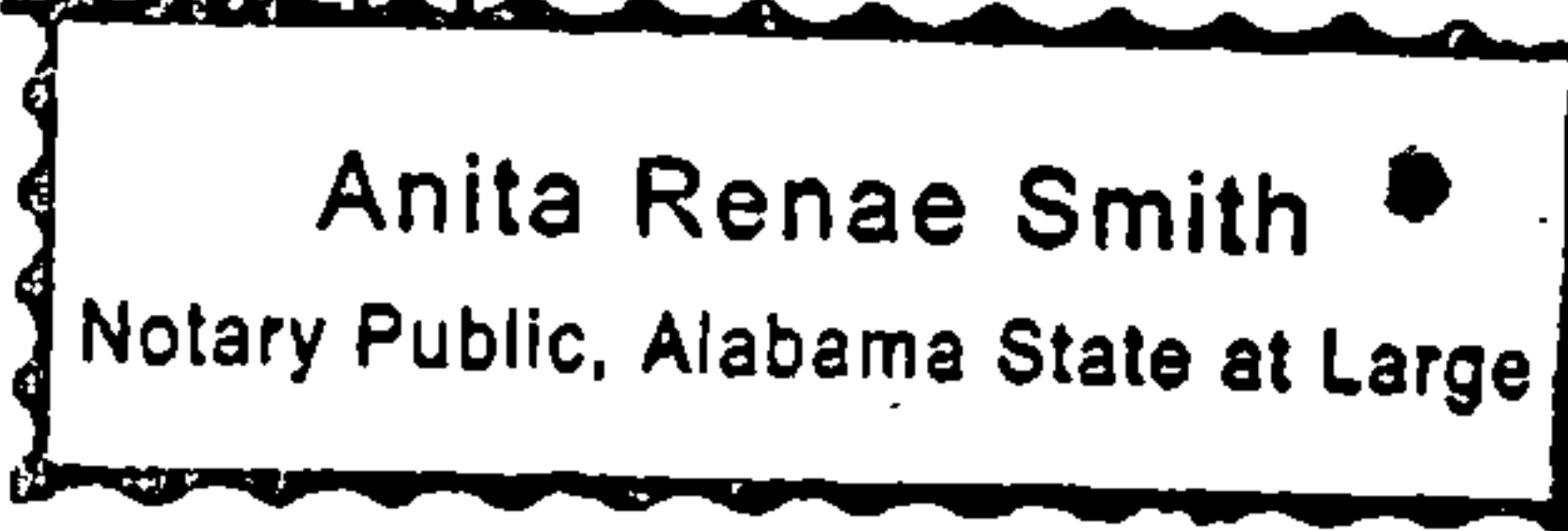
**MODIFICATION OF MORTGAGE  
(Continued)**

**LENDER ACKNOWLEDGMENT**

STATE OF Alabama

COUNTY OF Jefferson

)  
) SS  
)



I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Karly Allison  
whose name as SVP of **CADENCE BANK** is signed to the foregoing Modification and who is known to me,  
acknowledged before me on this day that, being informed of the contents of the Modification of Mortgage, he or she, in his or her capacity as  
such SVP of **CADENCE BANK**, executed the same voluntarily on the day same bears date.

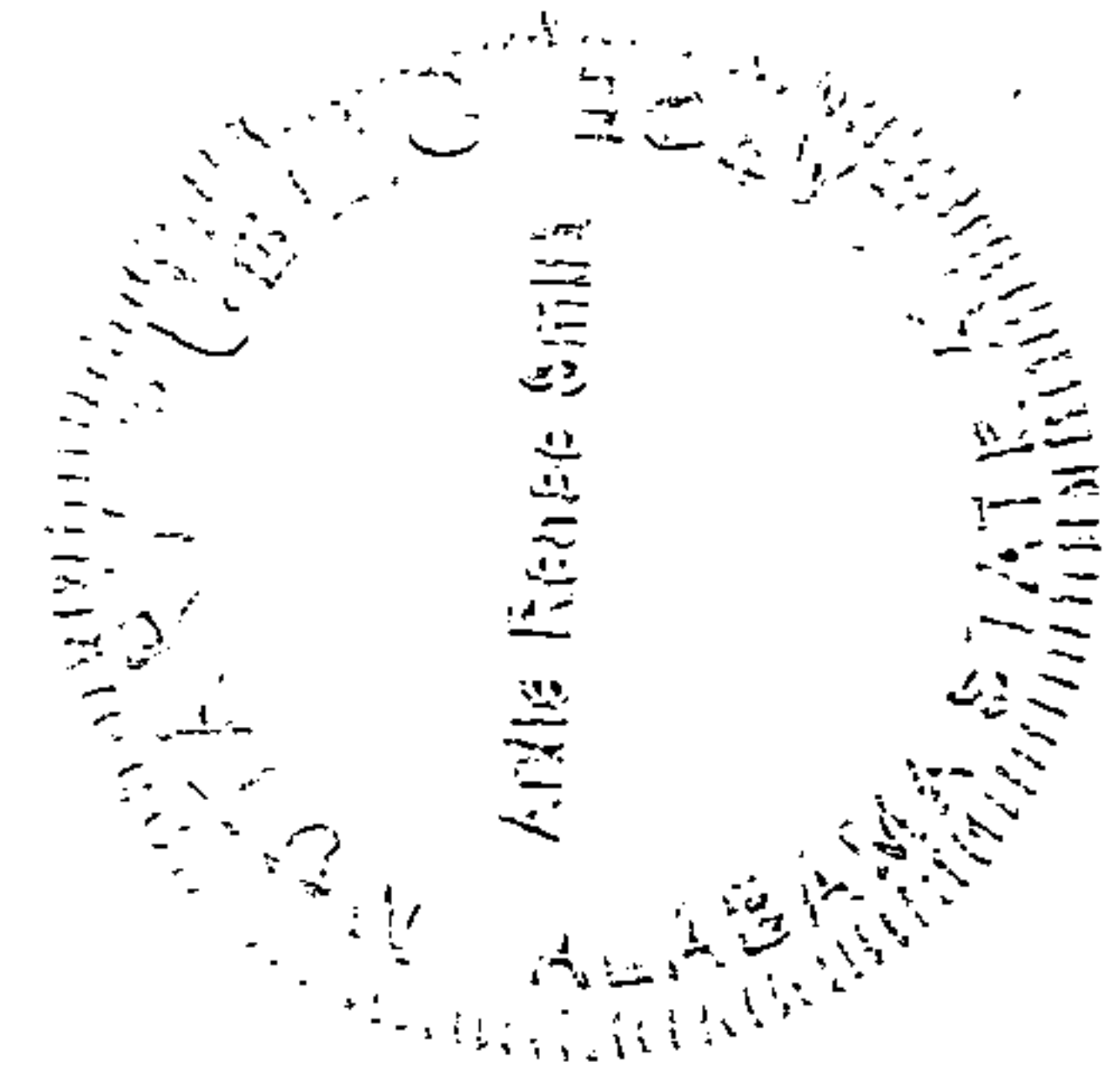
Given under my hand and official seal this 10th day of November, 20 21.

Anita Renae Smith  
Notary Public

My commission expires Oct 3, 2021



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# RECORDING PAGE



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