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05/09/2022 08:50:42 AM
MORTAMEN 1/4

THIS INSTRUMENT PREPARED BY:

Oakworth Capital Bank
850 Shades Creek Parkway
Birmingham, AL 35209

AFTER RECORDING RETURN TO:

Oakworth Capital Bank
Morgan Lindskog 205-263-4700
850 Shades Creek Parkway
Birmingham, AL 35209

(Space Above This Line For Recording Data)

MODIFICATION AGREEMENT - MORTGAGE

THIS MODIFICATION AGREEMENT ("Agreement") is made this 3rd day of May, 2022, between Duane D Downer aka Duane Downer and Cynthia G Downer aka Cynthia Downer, a married couple, whose address is 201 Pin Oak Drive, Chelsea, Alabama 35043-5215 ("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 May 21, 2021 and Instrument number 20210528000263330 and further amended by Instrument number 20210604000273750 recorded on June 4th, 2021, records of County of Shelby, State of Alabama ("Mortgage"). The Mortgage covers the following described real property:

Address: 201 Pin Oak Drive, Chelsea, Alabama 35043

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:

- Increasing Line of Credit amount from \$35,000.00 to \$75,000.00.

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.

[Signature] 5-3-22
Duane D Downer aka Duane
Downer Date

[Signature] 5-3-22
Cynthia G Downer aka Cynthia
Downer Date

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ALABAMA)
COUNTY OF Jefferson)

I, Heather Lucas, a Notary Public, do hereby certify that Duane D Downer aka Duane Downer and Cynthia G Downer aka Cynthia Downer, 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 3rd day of May, 2022.

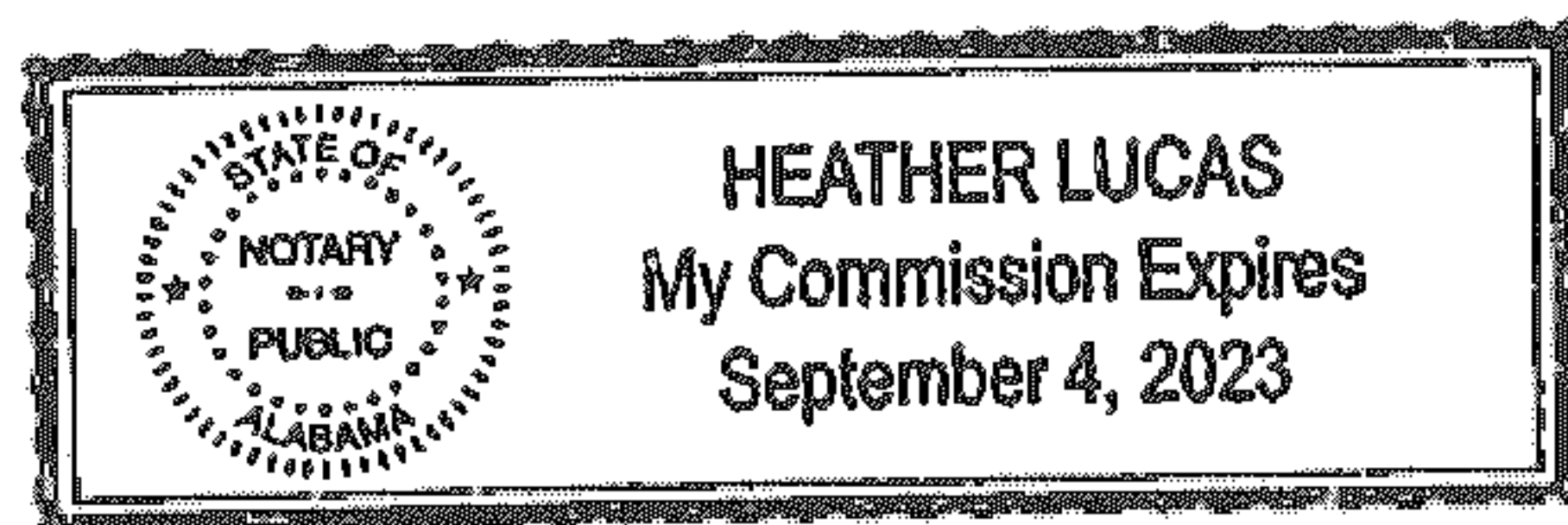
My commission expires:

September 4, 2023

[Signature]

Identification Number

(Official Seal)



LENDER: Oakworth Capital Bank

[Signature] 05/03/2022
By: Bethany Burns Date
Its: Associate Mg. Director

BUSINESS ACKNOWLEDGMENT

STATE OF ALABAMA)
COUNTY OF Jefferson)

I, Heather Lucas, a Notary in and for said County and in said State, hereby certify that Bethany Burns, Associate Mg. 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 3rd day of May, 2022.

My commission expires:

September 4, 2023

Heather Lucas

(Official Seal)



Exhibit A

SITUATED IN THE COUNTY OF SHELBY AND STATE OF Alabama:

LOT 208, ACCORDING TO THE SURVEY OF YELLOWLEAF RIDGE ESTATES, SECOND SECTOR, AS RECORDED IN MAP BOOK 21, PAGE 93 A, B & C, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA

BEING ALL OF THAT CERTAIN PROPERTY CONVEYED TO DUANE DOWNER AND CYNTHIA DOWNER, AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP FROM PHILLIP BROWN AND MEREDITH BROWN, HUSBAND AND WIFE, BY DEED DATED MAY 15, 2017 AND RECORDED MAY 17, 2017 IN INSTRUMENT NUMBER 20170517000170720 OF OFFICIAL RECORDS."

APN: 098330001001002
Duane Downer

201 PIN OAK DR, CHELSEA, Alabama 35043
First American Order No: 90571576LA



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
05/09/2022 08:50:42 AM
\$94.00 CHERRY
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Allie S. Bayl