20220520000206200
05/20/2022 11:25:35 AM
MORTAMEN 1/5

Modification Agreement - Mortgage
Previously Recorded on 5/20/2021 Instrument No.
20210520000249480
TAX EXEMPT- Taxes Previously Collected

Return To:
RENASANT BANK
2001 PARK PLACE NORTH, SUITE 150
BIRMINGHAM, AL 35203

Loan Number: **7321030840**

CONSTRUCTION AND PERMANENT LOAN MODIFICATION AGREEMENT

(Providing for Extension of Construction)

This Construction Loan Modification Agreement ("Agreement"), made this **18th** day of **MAY 2022 but to be effective MAY 10, 2022,** between **HOWARD GERSON OPPENHEIM AND KAY BEA OPPENHEIM HUSBAND AND WIFE** ("Borrower"), and **RENASANT BANK, A MISSISSIPPI CORPORATION** ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated **MAY 10, 2021** and recorded in/under **INSTRUMENT 20210520000249480, OFFICIAL RECORDS** of **SHELBY** County, **ALABAMA**, and (2) the Promissory Note (the "Note") in the amount of **$328,800.00** bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at **615 TIMBERLINE TRAIL, CALERA, ALABAMA 35040** the real property described being set forth as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note, Security Instrument or Modification):

1. As of **MAY 10, 2022,** the amount payable under the Note and the Security Instrument is U.S. **$328,800.00** (this amount is called "Principal"), plus interest.

2. The Original Construction Period was for a term of **12** months and scheduled for a Completion Date of **MAY 10, 2022.** Borrower and Lender hereby agree to extend the Construction Period for an additional **6** months to end on **NOVEMBER 10, 2022.** Borrower promises to pay Lender interest payments on the outstanding principal balance of funds withdrawn from the construction account as agreed to in the original Note. All construction terms and provisions remain unchanged.

3. The Borrower promises to make monthly payments of principal and interest. Beginning on **DECEMBER 10, 2022**, Borrower promises to make monthly payments of U.S. **$1,560.04**. The amount of Borrower's monthly payments of principal and interest may change in accordance with the terms described in Section 4 of the Note. Borrower will continue to make monthly payments on the same day of each succeeding month until principal and interest, and any other charges that Borrower may owe, are paid in full.

4. The interest rate the Borrower will pay will change on the **10th** day of **NOVEMBER, 2032** (the "Change Date") and thereafter in accordance with the terms of the original Note and [Fixed/]Adjustable Rate Rider. All the terms and provisions of Section 4 of the Note and any Adjustable Rate Rider attached to the Security Instrument providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note and any change or adjustment in the payments due and payable under the Note shall be and remain in full force and effect.

3. If on **MAY 10, 2052** (the "Maturity Date"), Borrower still owes amounts under the Note and Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.

4. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

Executed this 18 day of May, **2022**

Howard Gerson Oppenheim Kay Bea Oppenheim

HOWARD GERSON OPPENHEIM **KAY BEA OPPENHEIM**

STATE OF Alabama §

County of Jefferson §

Before me, the undersigned, on this day personally appeared **HOWARD GERSON OPPENHEIM AND KAY BEA OPPENHEIM**, known to me (or proved to me on the oath of ____________ or through identification) to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed and in the capacities therein stated.

Given under my hand and seal of office this 18 day of May, **2022.**

(Seal) STATE OF NOTARY PUBLIC ALABAMA

MADISON VACARELLA
My Commission Expires
August 26, 2025

Madison Vacarella

Notary Public

Executed this 17th day of May, **2022**

RENANSANT BANK

By: Martin Smith

Printed Name: Martin Smith

Title: Vice President

STATE OF Alabama §

County of Jefferson §

Before me, the undersigned, on this day personally appeared Martin Smith, Vice President of **RENASANT BANK**, known to me (or proved to me on the oath of Known to me or through __________) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this 17th day of May, 2022.

(Seal) BEATRICE WALKER MY COMMISSION EXPIRES APRIL 16, 2025 NOTARY PUBLIC STATE OF ALABAMA

Beatrice Walker
Notary Public

LOAN ORIGINATOR ORGANIZATION: RENASANT BANK
NMLS ID: 402669
LOAN ORIGINATOR: BRUCE L SLADICK
NMLS ID: 1054420

EXHIBIT "A"

Lot 74, according to the Survey of Timberline Phase Three, as recorded in Map Book 35, Page 72, in the Probate Office of Shelby County, Alabama.

PARCEL NUMBER: 35-1-01-2-002-050.000