

20220701000261930  
07/01/2022 08:49:57 AM  
MORTAMEN 1/4

THIS INSTRUMENT PREPARED BY:  
Oakworth Capital Bank- Ashley Tolliver  
850 Shades Creek Parkway  
Ste 200  
Birmingham, AL 35209

AFTER RECORDING RETURN TO:  
Oakworth Capital Bank  
Ashley Tolliver  
850 Shades Creek Parkway  
Ste 200  
Birmingham, AL 35209

(Space Above This Line For Recording Data)

NMLS COMPANY IDENTIFIER: 774724  
NMLS ORIGINATOR IDENTIFIER: 718254

## MODIFICATION AGREEMENT - MORTGAGE

**THIS MODIFICATION AGREEMENT** ("Agreement") is made this 27th day of June, 2022, between Michael W Jones and Deborah S Jones, a married couple, whose address is 148 Waterloo Bend, Birmingham, Alabama 35242 ("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 October 4, 2021 and Recorded on 10/07/2021 in Instrument #20211007000490400 in the Office of Judge of Probate., records of County of Shelby, State of Alabama ("Mortgage"). The Mortgage covers the following described real property:

Address: 148 Waterloo Bend, Birmingham, Alabama 35242-0000

Legal Description: "See Exhibit A attached"

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:

- Loan amount increase from \$201,000.00 to \$329,250.00.

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.

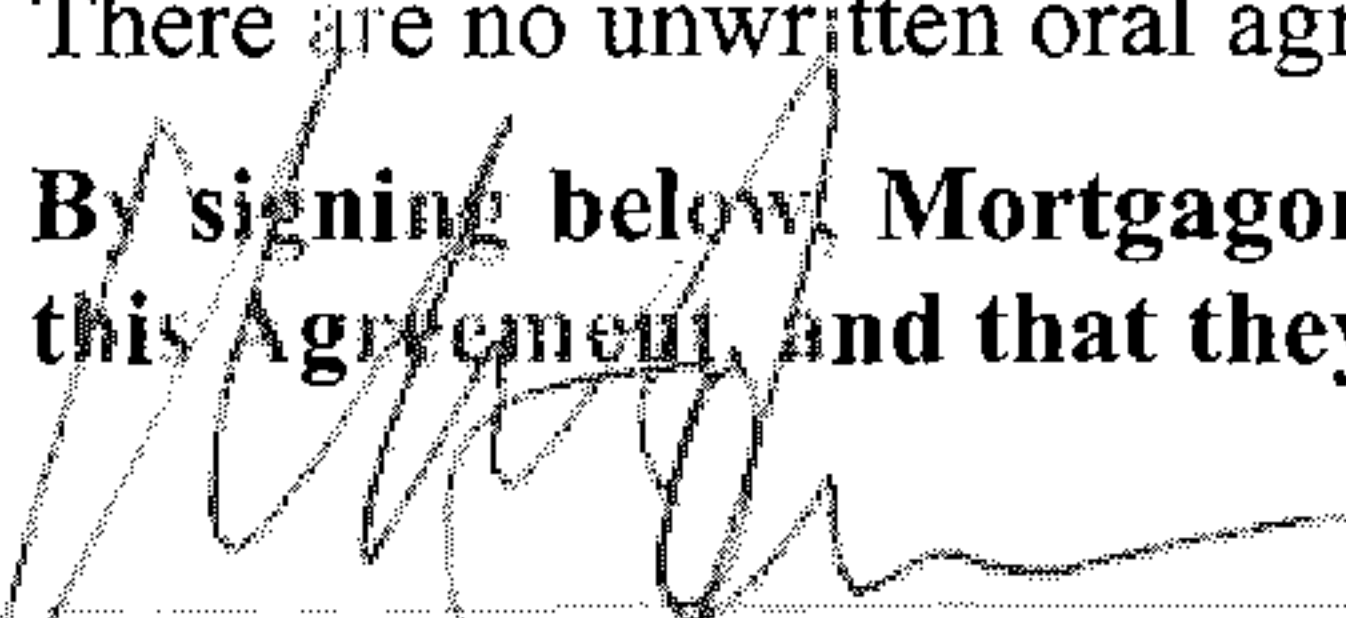
If any Mortgagor who signed the original Mortgage does not sign this Agreement, then all Mortgagors signing below acknowledge that this Agreement is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Agreement or otherwise 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.



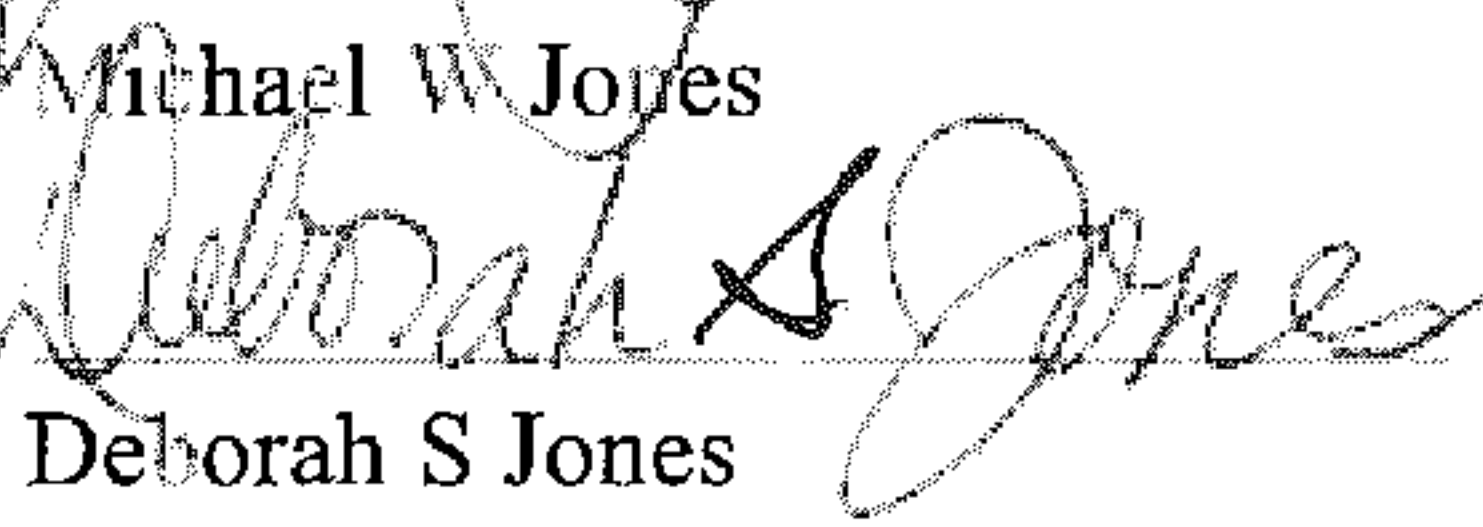
**ORAL AGREEMENTS DISCLAIMER.** This Agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

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.

  
Michael W. Jones

JUN 27 2022

Date

  
Deborah S. Jones

JUN 27 2022

Date

**INDIVIDUAL ACKNOWLEDGMENT**

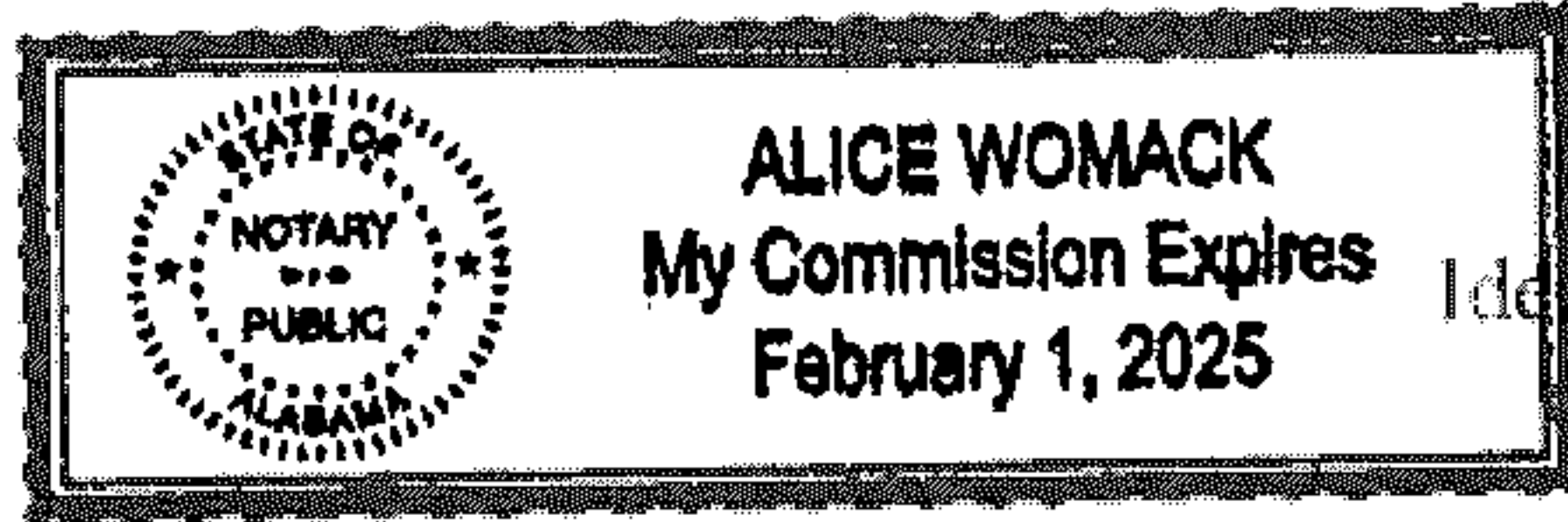
STATE OF ALABAMA )

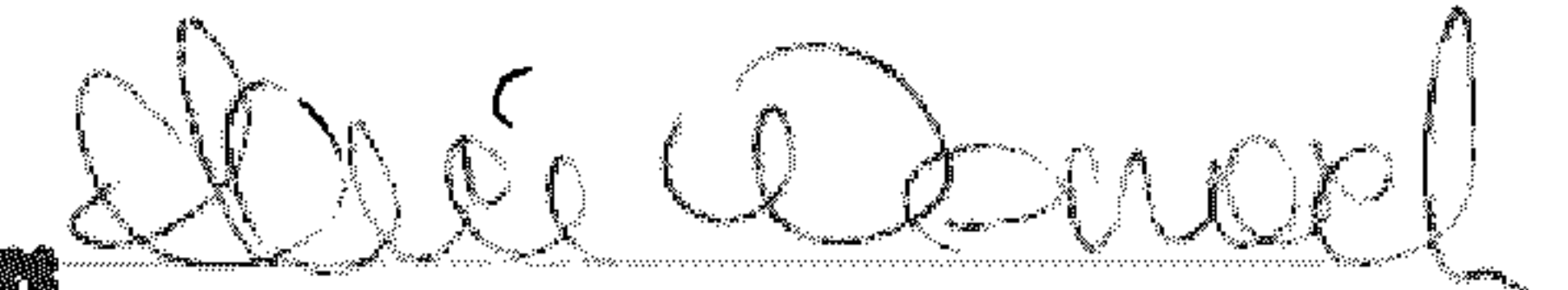
COUNTY OF Jefferson )

I, Alice Womack, a notary public, do hereby certify that Michael W. Jones and Deborah S. Jones, 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 27th day of June, 2022.

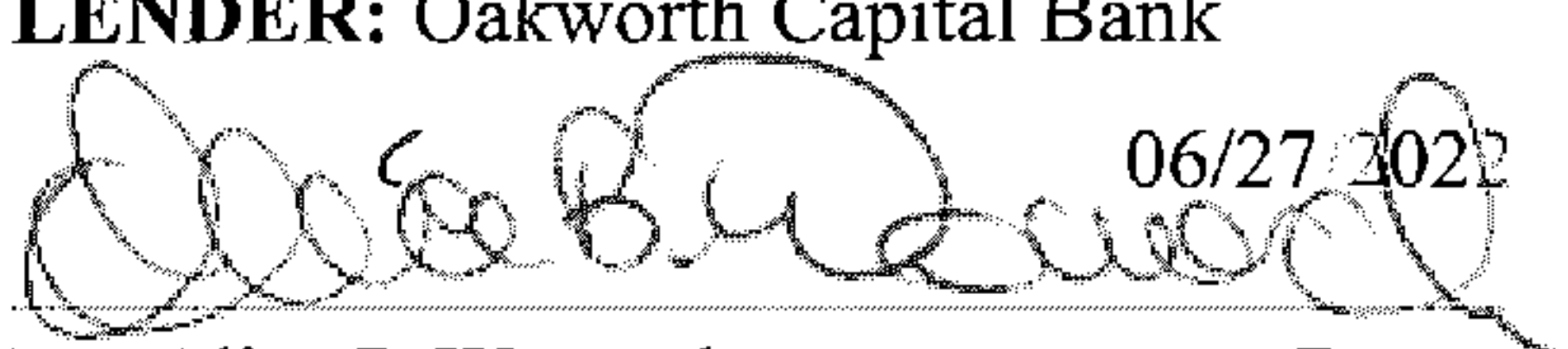
My commission expires:

(Official Seal)



  
Identification Number

**LENDER:** Oakworth Capital Bank

  
By: Alice B. Womack  
Its: Client Advisor

06/27/2022

Date

**BUSINESS ACKNOWLEDGMENT**

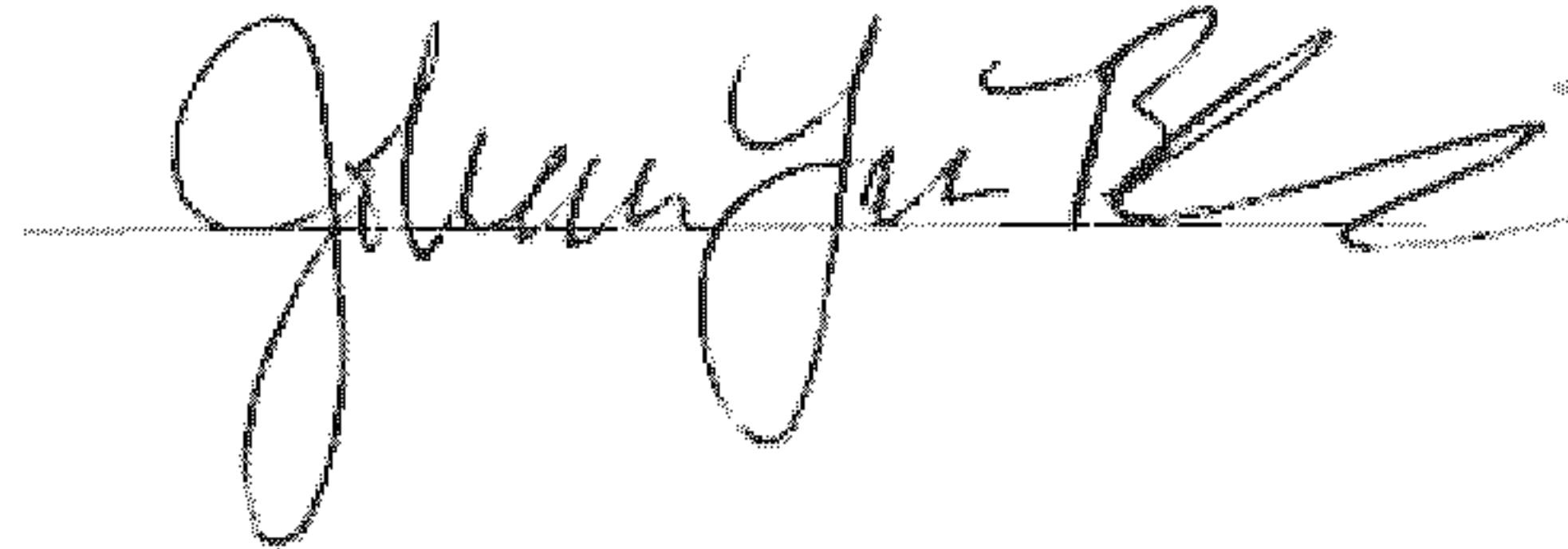
STATE OF ALABAMA )

COUNTY OF *Jefferson* )

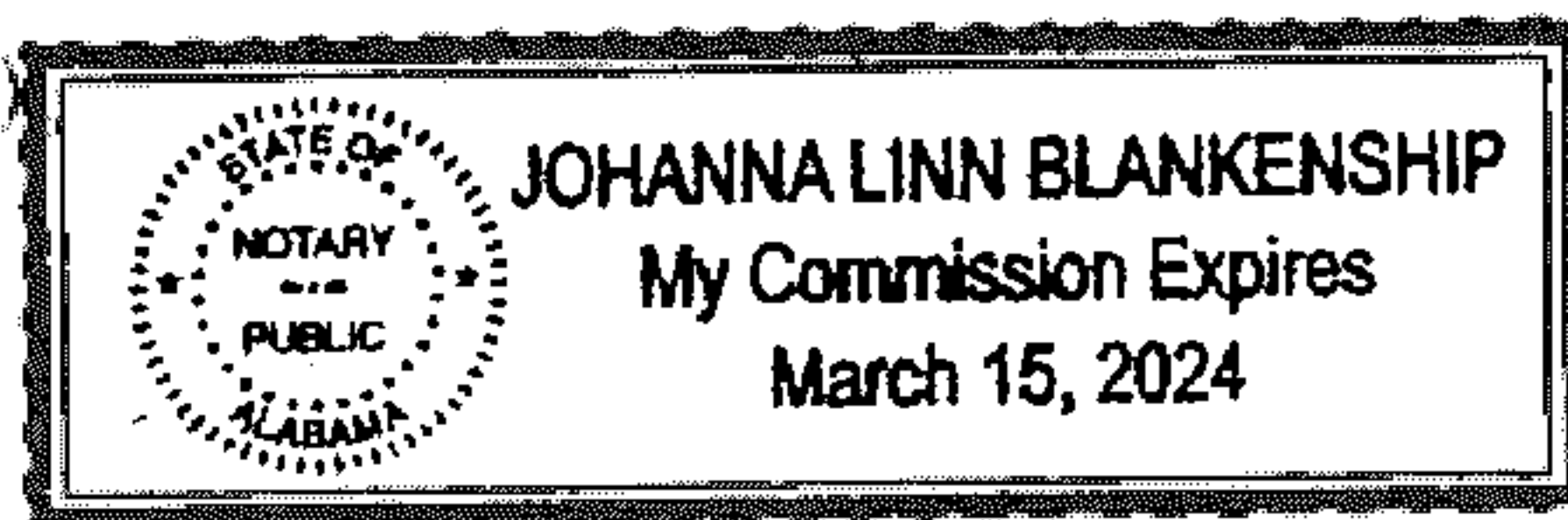
I, *Johanna Linn Blankenship*, *Notary Public* in and for said County and in said State, hereby certify that Alice B Womack, Client Advisor of Oakworth Capital Bank, a(n) Alabama State Bank, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, 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 27th day of June, 2022.

My commission expires: *March 15, 2024*



(Official Seal)



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**EXHIBIT A**

The Land is described as follows:

**Lot 12, according to the Survey of Lake Wellington Estates, as recorded in Map Book 38, page 90,  
in the  
Probate Office of Shelby County, Alabama.**



**Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
07/01/2022 08:49:57 AM  
\$223.45 JOANN  
20220701000261930**

*Allen S. Bayl*