

20221207000444460
12/07/2022 11:30:35 AM
MORTAMEN 1/4

THIS INSTRUMENT PREPARED BY:

NobleBank & Trust
361 Summit Blvd
Suite 100
Birmingham, AL 35243-0000

AFTER RECORDING RETURN TO:

NobleBank & Trust
361 Summit Blvd
Suite 100
Birmingham, AL 35243-0000

(Space Above This Line For Recording Data)

MODIFICATION AGREEMENT - MORTGAGE

THIS MODIFICATION AGREEMENT ("Agreement") is made this 2nd day of December, 2022, between INNOVATIVE BUILDING SERVICES, LLC, an Alabama Limited Liability Company, an Alabama limited liability company, whose address is 225 SALISBURY CIR, BIRMINGHAM, Alabama 35242-2488 ("Mortgagor"), and NobleBank & Trust whose address is 361 Summit Blvd, Suite 100, Birmingham, Alabama 35243 ("Lender").

NobleBank & Trust and Mortgagor entered into a Mortgage dated December 21, 2021 and recorded on December 29, 2021, in Book 20211229000610790, Page 1, records of County of Shelby, State of Alabama ("Mortgage"). The Mortgage covers the following described real property:

Address: 116 Perry Place Birmingham, Al 35242 and 118 Perry Place, Birmingham, Alabama 35242

Legal Description: Property 1: 116 Perry Place Birmingham, Al 35242

Lot 19-09, according to the Survey of Mt Laurel, Phase 3B, Sector 1, as recorded in Map Book 38, Page 26, in the Probate Office of Shelby County, Alabama

Property 2: 118 Perry Place Birmingham AL 35242

Lot 19-10, according to the Survey of Mt Laurel, Phase 3B, Sector 1, as recorded in Map Book 38, Page 26, in the Probate Office of Shelby County, Alabama

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:

- The Mortgage secures the note or credit agreement dated December 21, 2021 from Borrower to Lender (the Note), which is being modified by the Change In Terms Agreement between Borrower and Lender dated the same date as this Modification (the Change in Terms Agreement). The Mortgage, as modified hereby, shall secure the Note as modified by the Change in Terms Agreement and any and all previous and future renewals of, extensions of, modifications of, refinancing of, consolidations of, and substitutions for the Note.

The mortgage is hereby increased from \$734,400.00 to \$895,920.00.

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.

INNOVATIVE BUILDING SERVICES, LLC

Kenneth T. Werk 12-2-22
By: KENNETH T WERK Date
Its: Member

Mary Denise Werk 12-2-22
By: MARY DENISE WERK Date
Its: Member

BUSINESS ACKNOWLEDGMENT

STATE OF ALABAMA)
COUNTY OF Jefferson)

I, THE UNDERSIGNED, NOTARY PUBLIC in and for said County and in said State, hereby certify that KENNETH T WERK, Member and MARY DENISE WERK, Member on behalf of INNOVATIVE BUILDING SERVICES, LLC, an Alabama Limited Liability Company, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, in their official capacities and with full authority, executed the same voluntarily for and as the act of said Limited Liability Company.

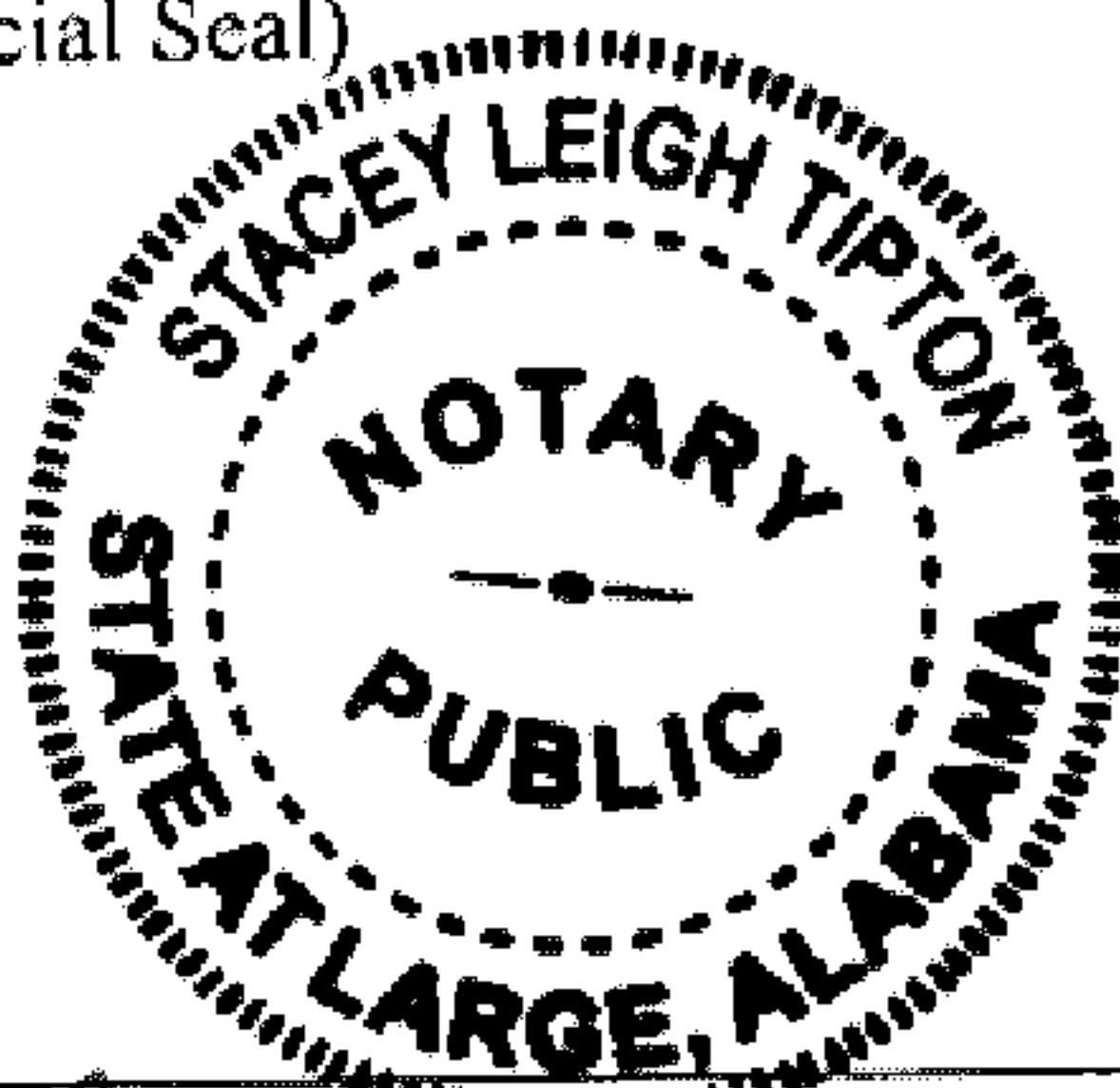
Given under my hand this the 2nd day of December, 2022.

My commission expires:

**My Commission Expires
01/27/2025**

Stacey Leigh Tipton
THE UNDERSIGNED
NOTARY PUBLIC
Identification Number

(Official Seal)



LENDER: NobleBank & Trust

[Signature] 12/2/22
By: Guy Hunt Date
Its: Vice President/Relationship Manager

BUSINESS ACKNOWLEDGMENT

STATE OF ALABAMA)
COUNTY OF *Jefferson*)

I, THE UNDERSIGNED, NOTARY PUBLIC in and for said County and in said State, hereby certify that Guy Hunt, Vice President/Relationship Manager of NobleBank & Trust, a(n) Alabama National 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 National Bank.

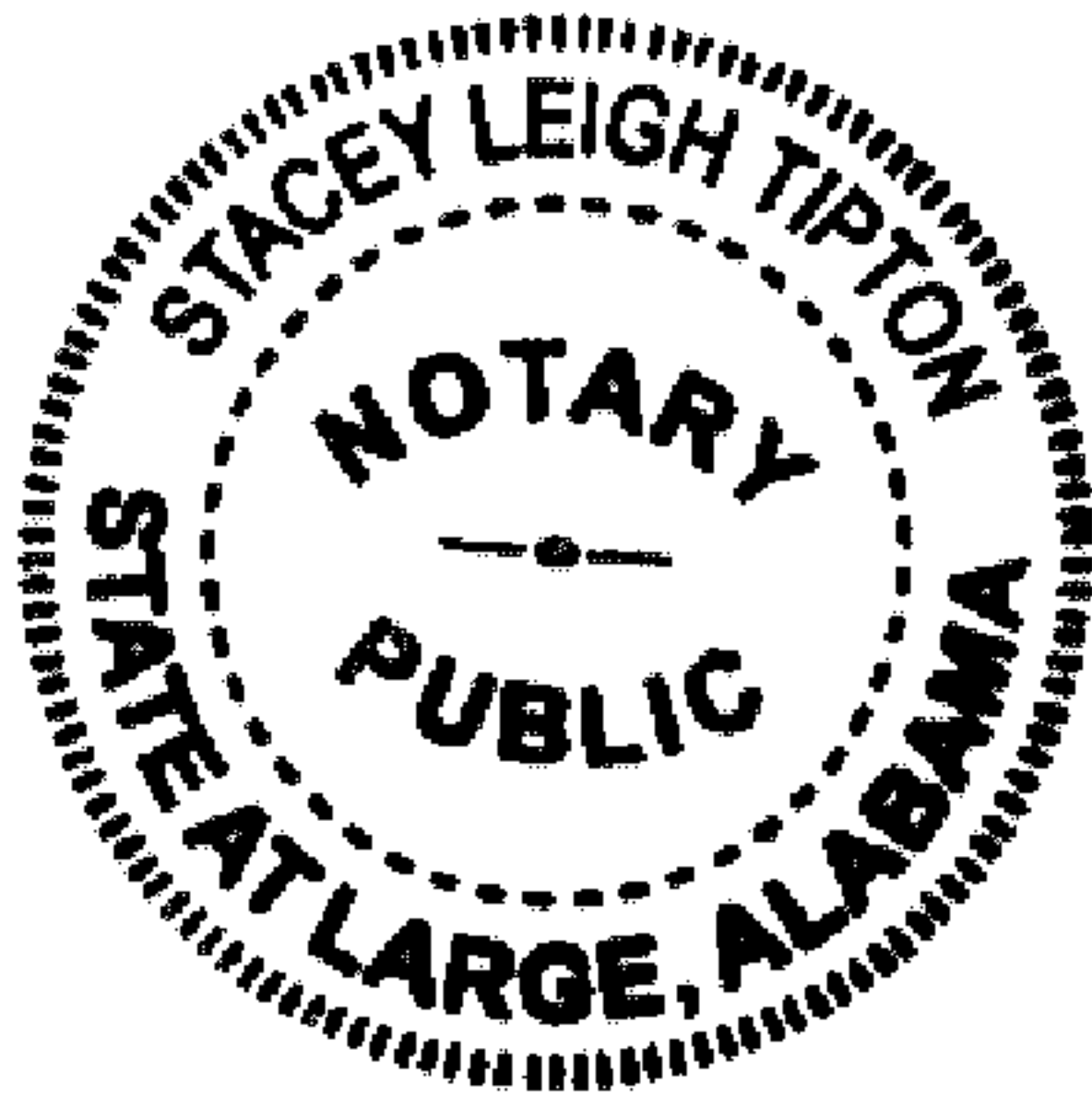
Given under my hand this the 2nd day of December, 2022.

My commission expires:

My Commission Expires
01/27/2025

(Official Seal)

Stacey Leigh Tipton
THE UNDERSIGNED
NOTARY PUBLIC



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
12/07/2022 11:30:35 AM
\$273.40 JOANN
20221207000444460

Allie S. Bayal