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This Instrument was prepared by:

Dennis P. Schwartz, Attorney
Schwartz & Associates
1446 Heritage Drive
McKinney, Texas 75069
972-562-1966

Return To:

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

Original Maximum Principal Indebtedness for Alabama recording tax purposes was \$735,000.00 on which recording taxes were paid.

Loan Number: 7321100579

CONSTRUCTION AND PERMANENT LOAN MODIFICATION AGREEMENT

(Providing for Change in Construction Term and Adjustable Rate)

This Construction Loan Modification Agreement ("Agreement"), made this 21st day of **DECEMBER, 2022**, between **FRED J MOLZ, IV AND LAURA A MOLZ 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 **DECEMBER 30, 2021** and recorded in/under **INSTRUMENT 20220104000002670, OFFICIAL RECORDS** of **SHELBY County, ALABAMA**, and (2) the Promissory Note (the "Note") in the amount of **\$735,000.00** 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 **2896 HIGHWAY 119, MONTEVALLO, ALABAMA 35115** the real property described being set forth as follows:

**SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART
HEREOF FOR ALL PURPOSES.**

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 **DECEMBER 21, 2022**, the amount payable under the Note and the Security Instrument is U.S. **\$735,000.00** (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 **DECEMBER 30, 2022**. Borrower and Lender hereby agree to extend the Construction Period for an additional 6 months to end on **JUNE 30, 2023**, unless Lender in its sole discretion extends that date. Borrower promises to pay Lender interest payments on the outstanding principal balance Of funds withdrawn from the construction account as agreed to in the original Note.
3. At the end of the extended construction period, the Borrower promises to make monthly payments of principal and interest of U.S. **\$5,258.60** beginning on the **30th** day of **JULY, 2023** and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full.
4. If on **DECEMBER 30, 2037** (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.
5. 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 22 day of **DECEMBER, 2022**

Frederick J. Molz, IV
FREDERICK JOHN MOLZ, IV

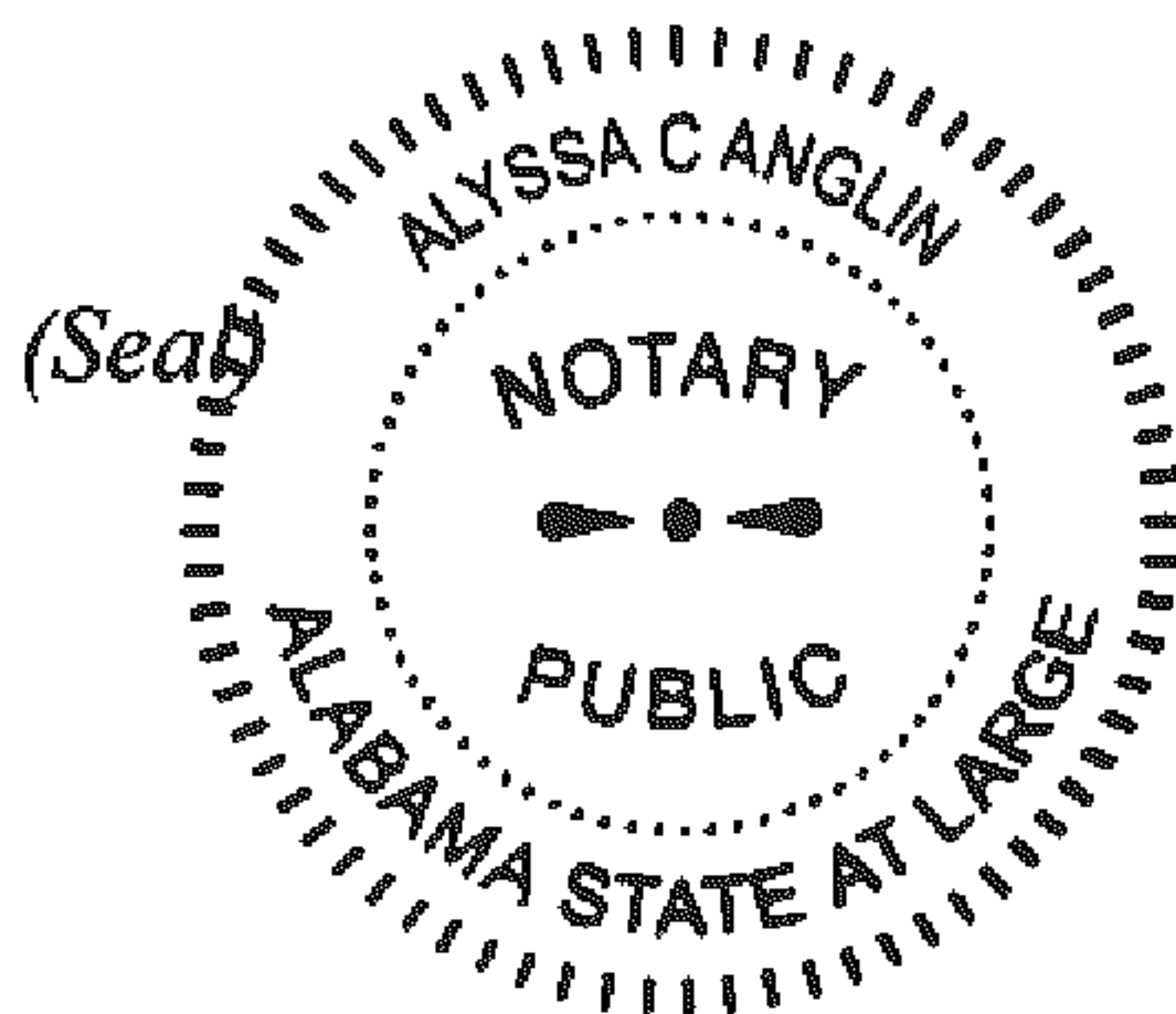
Laura A. Molz
LAURA A MOLZ

STATE OF Alabama §

County of Jefferson §

Before me, the undersigned, on this day personally appeared **FRED J MOLZ, IV AND LAURA A MOLZ**, known to me (or proved to me on the oath of _____ or through valid driver licenses) 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 22nd day of December, 2022.



Alyssa Anglin
Notary Public

Executed this 21st day of **DECEMBER, 2022**

RENASANT 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 21 day of December, 2022.

(Seal)

Beatrice Walker
Notary Public

LOAN ORIGATION ORGANIZATION: RENASANT BANK
NMLS ID: 402669
LOAN ORIGINATOR: CHUCK BATES
NMLS ID: 506254



EXHIBIT A

The Land referred to herein below is situated in the County of Shelby, State of Alabama, and is described as follows:

Commence at the NE corner of Section 15, Township 22 South, Range 3 West, Shelby County, Alabama; thence N88 degrees 44'10"W for a distance of 869.38' to the POINT OF BEGINNING; thence continue N88 degrees 44'10"W for a distance of 448.33'; thence N39 degrees 11'51"W for a distance of 625.94' to the Southeasterly R.O.W. line of Alabama Highway 119, R.O.W. varies, and a curve to the right, having a radius of 5779.69, and subtended by a chord which bears S48 degrees 51'21"W, and a chord distance of 652.10'; thence along the arc of said curve and along said R.O.W. line for a distance of 652.44'; thence S52 degrees 04'25"W and along said R.O.W. line for a distance of 65.96'; thence S37 degrees 55'35"E and leaving said R.O.W. line for a distance of 340.00'; thence S52 degrees 04'25"W for a distance of 10.00'; thence S37 degrees 55'35"E for a distance of 328.03' to a curve to the right, having a radius 351.68', and subtended by a chord bearing S26 degrees 05'01"E, and a chord distance of 328.03' to a curve to the right, having a radius of 351.68', and subtended by a chord bearing S26 degrees 05'01"E, and a chord distance of 144.35'; thence along the arc of said curve for a distance of 145.38' to a reverse curve to the left, having a radius of 132.52', and subtended by a chord bearing S54 degrees 03'26"E, and a chord distance of 169.71'; thence along the arc of said curve for a distance of 184.18'; thence N86 degrees 07'34"E for a distance of 168.51' to a curve to the right, having a radius of 624.03', and subtended by a chord bearing S83 degrees 56'59"E, and a chord distance of 215.09'; thence along the arc of said curve for a distance of 216.17' to a reverse curve to the left, having a radius of 251.74', and subtended by a chord bearing S85 degrees 04'02"E, and a chord distance of 96.43'; thence along the arc of said curve for a distance of 97.03'; thence N83 degrees 53'28"E for a distance of 303.81'; thence N00 degrees 14'55"E for a distance of 724.23' to the POINT OF BEGINNING.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
12/27/2022 08:50:16 AM
\$36.00 JOANN
20221227000459160

Allen S. Bayl