

20230103000000820  
01/03/2023 09:43:21 AM  
MODMORT 1/5

**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 \$5,201,425.00 on which recording taxes were paid.
---

---

Loan Number: 7321100142

## **CONSTRUCTION AND PERMANENT LOAN MODIFICATION AGREEMENT**

*(Providing for Change in Construction Term and Adjustable Rate)*

This Construction Loan Modification Agreement ("Agreement"), made this 22<sup>nd</sup> day of **DECEMBER, 2022**, between **ROBERT JASON PRICE AND KATHRYN CAUSEY PRICE 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 24, 2021** and recorded in/under **INSTRUMENT 20211228000607700, OFFICIAL RECORDS** of **SHELBY County, ALABAMA**, and (2) the Promissory Note (the "Note") in the amount of **\$5,201,425.00** 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 **5200 CAHABA VALLEY COVE, BIRMINGHAM, ALABAMA 35242** the real property described being set forth as follows:

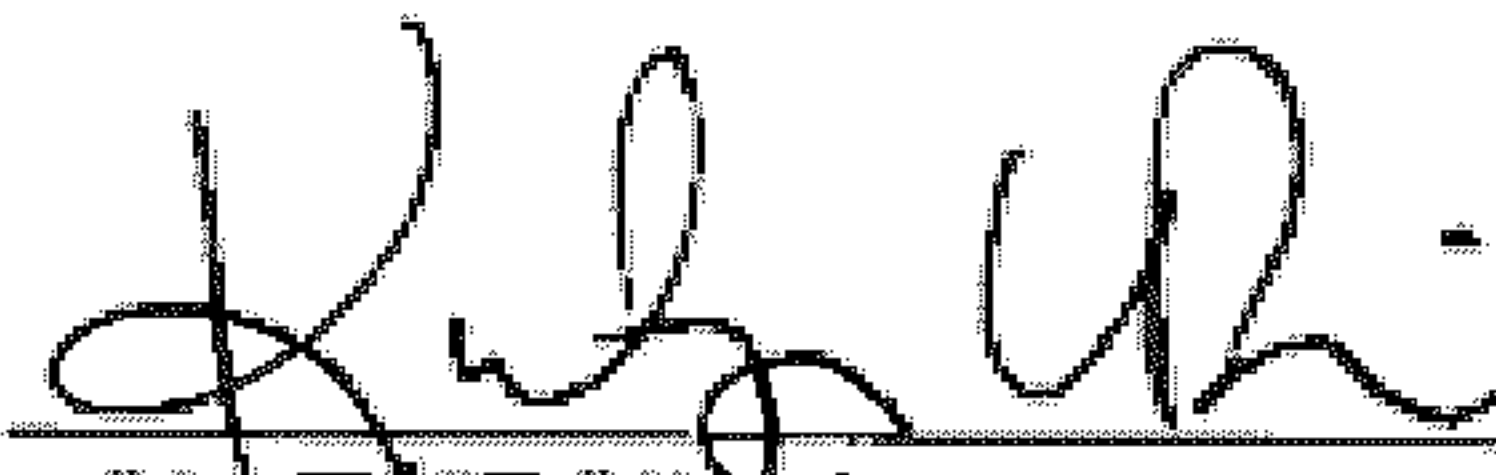
**SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART  
HEREOF FOR ALL PURPOSES.**

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 22, 2022**, the amount payable under the Note and the Security Instrument is U.S. **\$5,201,425.00** (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 24, 2022**. Borrower and Lender hereby agree to extend the Construction Period for an additional **12 months** to end on **DECEMBER 24, 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. **\$37,031.07** beginning on the **24<sup>th</sup>** day of **JANUARY, 2024** and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full.
4. If on **DECEMBER 24, 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<sup>nd</sup> day of **DECEMBER, 2022**

  
\_\_\_\_\_  
**ROBERT JASON PRICE**

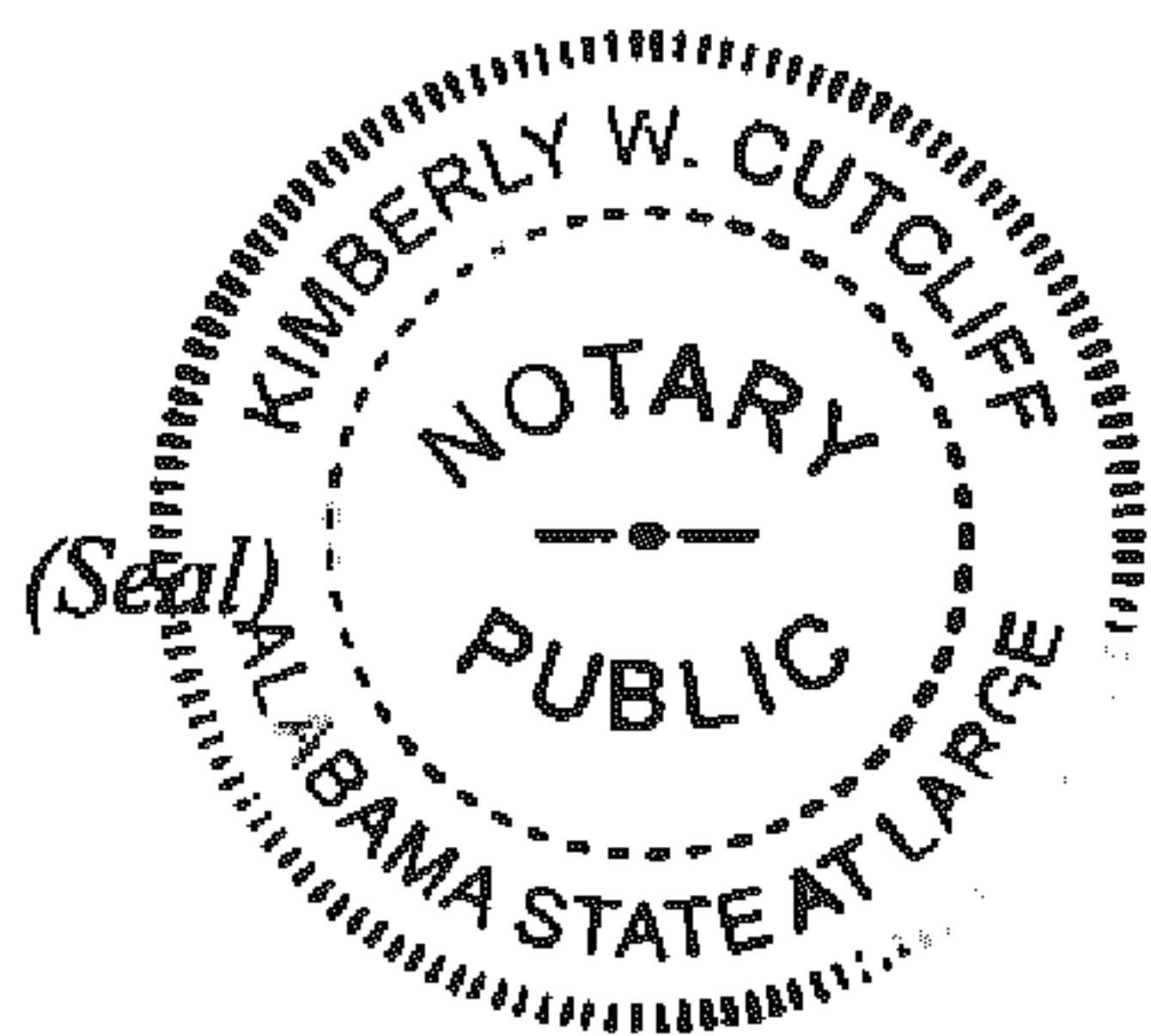
  
\_\_\_\_\_  
**KATHRYN CAUSEY PRICE**

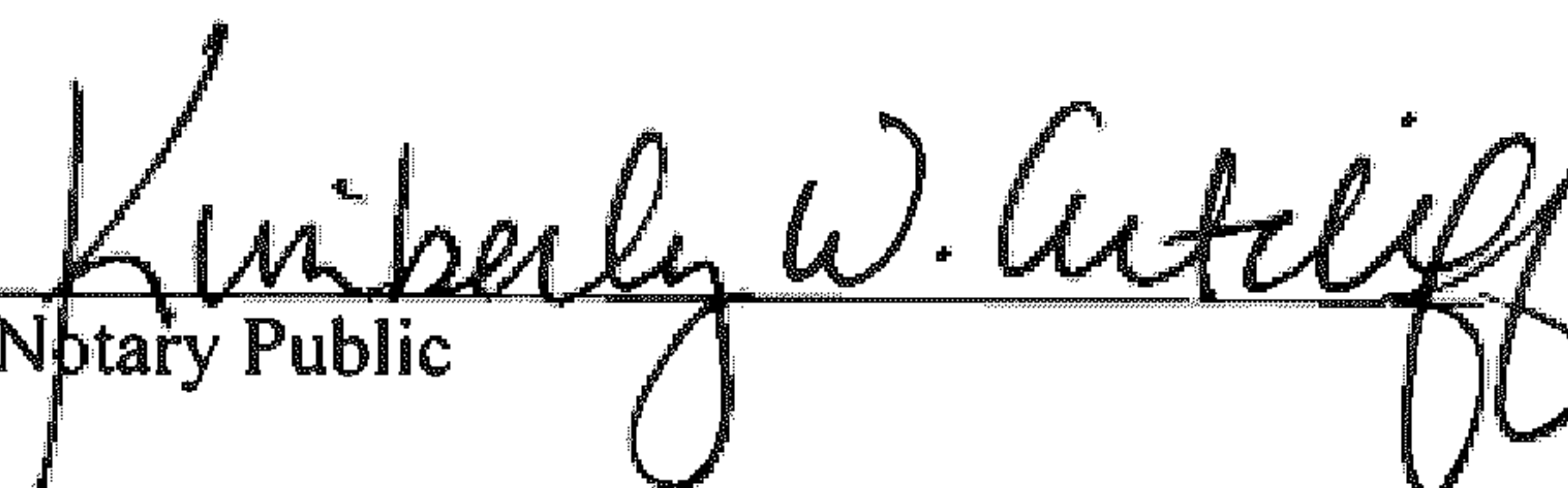
STATE OF Alabama §

County of Shelby §

Before me, the undersigned, on this day personally appeared **ROBERT JASON PRICE AND KATHRYN CAUSEY**, known to me (or proved to me on the oath of \_\_\_\_\_ or through \_\_\_\_\_) 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 22<sup>nd</sup> day of December, 2022.



  
\_\_\_\_\_  
Notary Public

**My Commission Expires:  
March 4, 2023**

Executed this 21<sup>st</sup> 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:

Part of the NW 1/4 of NW 1/4, Section 13, Township 19 South, Range 2 West, Shelby County, Alabama, said part being more particularly described as follows: Beginning at the Northwest corner of said NW 1/4 of NW 1/4, run South along the West line of said 1/4 1/4 section for a distance of 1337.63 feet to the Southwest corner of said 1/4 1/4 section; thence turn an angle to the left of 87 deg. 46 min. 45 sec. and run Easterly along the South line of said 1/4 1/4 section for a distance of 195.53 feet; thence turn an angle to the left of 31 deg. 50 min. and run in a Northeasterly direction for a distance of 536.12 feet; thence turn an angle to the right of 119 deg. 32 min. and run in a Southeasterly direction for a distance of 29.55 feet; thence turn an angle to the left of 105 deg. 50 min. and run Northeasterly for a distance of 122.56 feet; thence turn an angle to the right of 25 deg. 54 min. 15 sec. and run Southeasterly a distance of 111.43 feet; thence turn an angle to the left of 78 deg. 26 min. and run Northeasterly for a distance of 60.99 feet; thence turn an angle to the left of 97 deg. 25 min. and run Northwesterly for a distance of 87.54 feet; thence turn an angle to the right of 110 deg. 30 min. and run Northeasterly for a distance of 143.40 feet; thence turn an angle to the left of 21 deg. 22 min. and run Northeasterly for a distance of 190.32 feet; thence turn an angle to the left of 63 deg. 43 min. and run in a Northwesterly direction for a distance of 558.35 feet; thence turn an angle to the right of 51 deg. 00 min. and run in a Northerly direction for a distance of 337.88 feet, more or less to a point on the North line of said NW 1/4 of NW 1/4 which is 525 feet east of the Northwest corner of said NW 1/4 of NW 1/4; thence turn an angle to the left of 88 deg. 17 min. 30 sec. and run in a Westerly direction along the North line of said 1/4 1/4 section for a distance of 525 feet, more or less to the point of beginning.



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
01/03/2023 09:43:21 AM  
\$34.00 BRITTANI  
20230103000000820

*Allen S. Bayl*