

20230120000016180
01/20/2023 08:04:57 AM
MORTAMEN 1/5

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

AFTER RECORDING RETURN TO:
Oakworth Capital Bank - Morgan Lindskog
850 Shades Creek Parkway
Ste 200
Birmingham, AL 35209

(Space Above This Line For Recording Data)

NMLS COMPANY IDENTIFIER: 774724
NMLS ORIGINATOR IDENTIFIER: 1710155

MODIFICATION AGREEMENT - MORTGAGE

THIS MODIFICATION AGREEMENT ("Agreement") is made this 19th day of January, 2023, between James Bolin Andrews Jr. aka James B Andrews Jr. and Aimee C Andrews, a married couple, whose address is 1004 Idlewild Circle, 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 June 27, 2018 and recorded on December 5, 2018 in Instrument Number 20181205000425410, records of County of Shelby, State of Alabama ("Mortgage"). The Mortgage covers the following described real property:

Address: 89 Mount Laurel Ave, Birmingham, Alabama 35242

Legal Description: See Exhibit A

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:

- Increasing Line of Credit amount from \$71,898.00 to \$185,000.00..

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.

 1/19/23
James Bolin Andrews Jr. aka James B Andrews Jr. Date

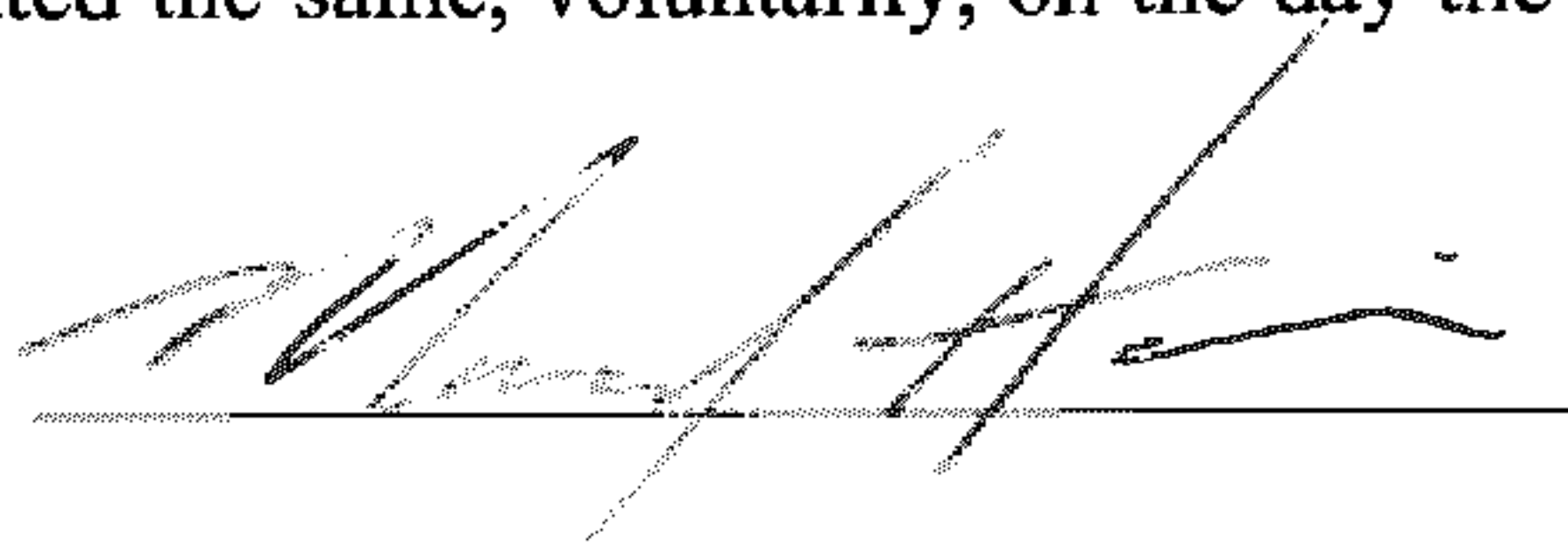
 1/19/2023
Aimee C Andrews Date

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ALABAMA)
COUNTY OF)

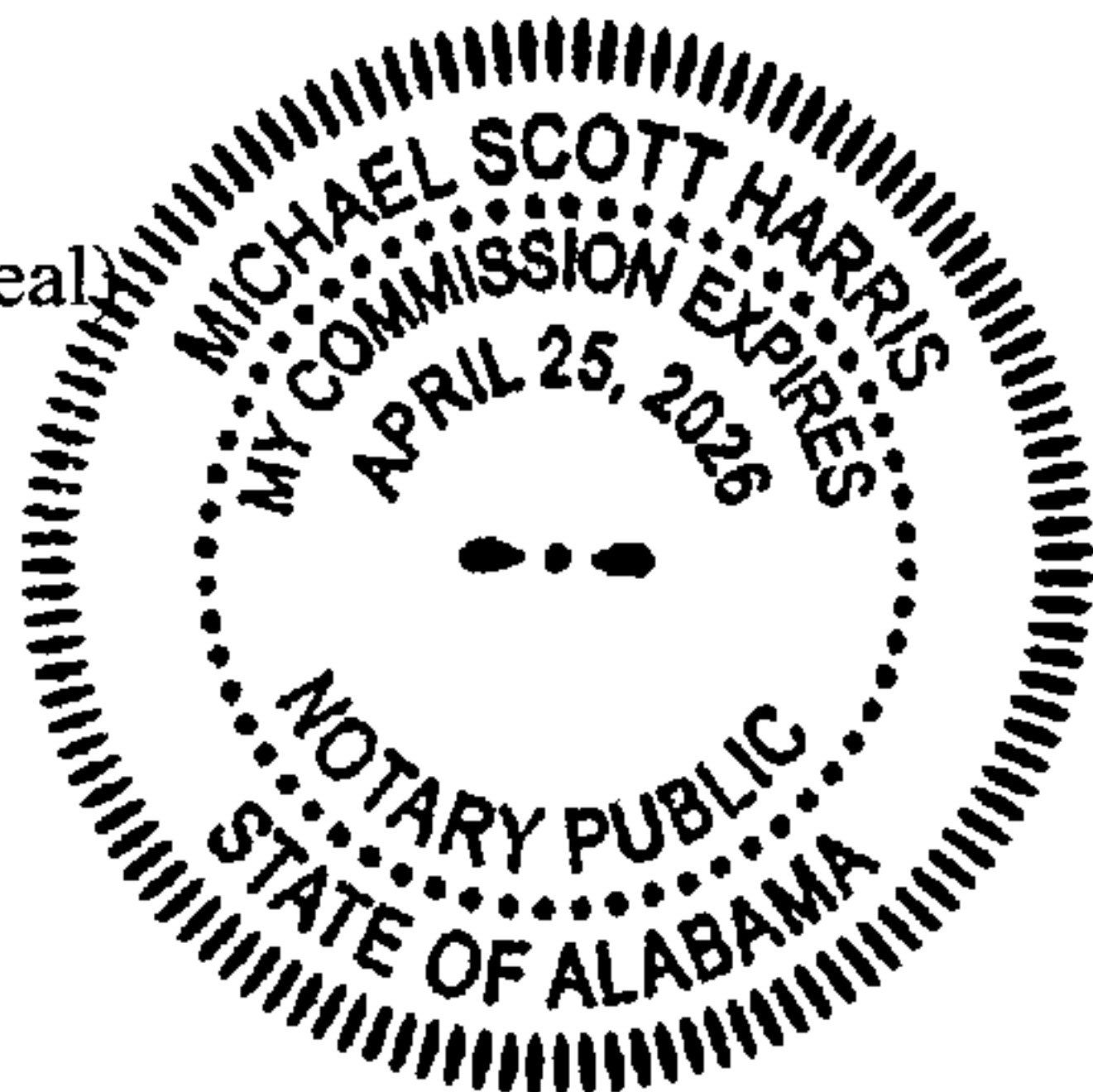
I, MICHAEL HARRIS, a NOTARY, do hereby certify that James Bolin Andrews Jr. aka James B Andrews Jr. and Aimee C Andrews, a married couple, whose names are signed to the foregoing and who are known to me, acknowledged before me on this day that, being informed of the contents of the Modification Agreement, they executed the same, voluntarily, on the day the same bears date. Given under my hand this 19th day of January, 2023.

My commission expires:

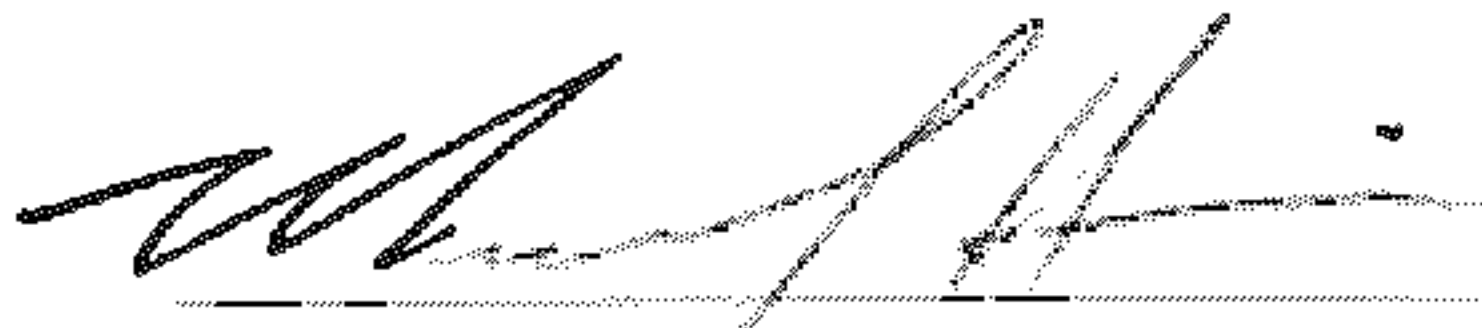


Identification Number

(Official Seal)



LENDER: Oakworth Capital Bank

 01/19/2023
By: Michael Harris Date
Its: Client Advisor

BUSINESS ACKNOWLEDGMENT

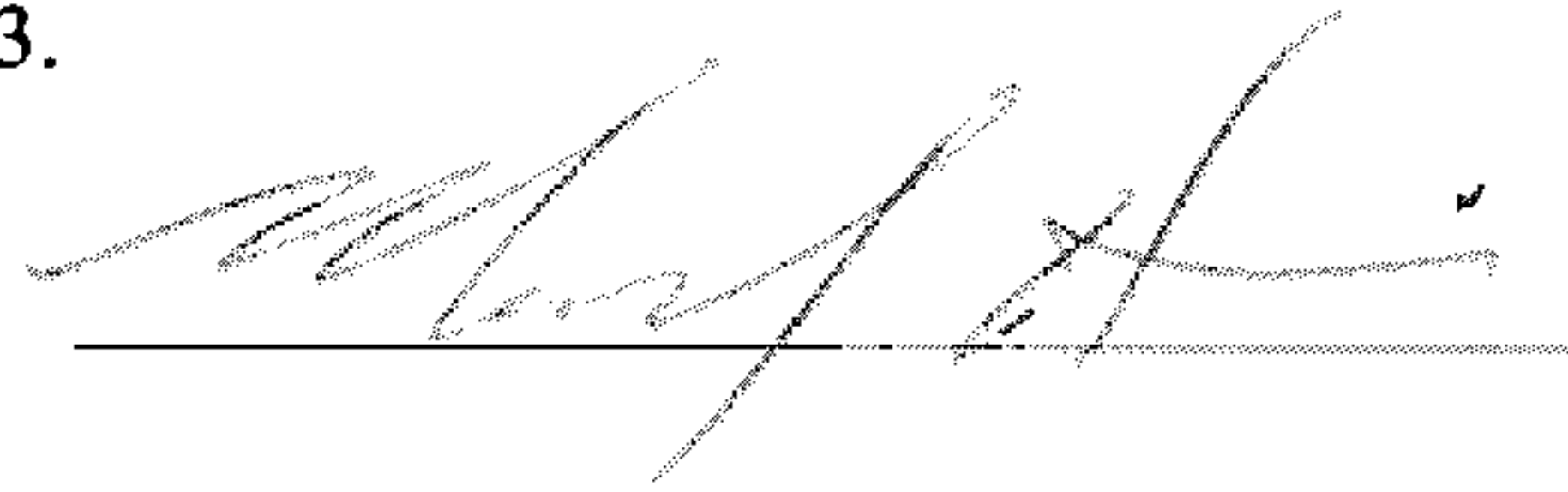
STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, MICHAEL HARRIS, NOTARY in and for said County and in said State, hereby certify that Michael Harris, 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 19th day of January, 2023.

My commission expires:



(Official Seal)

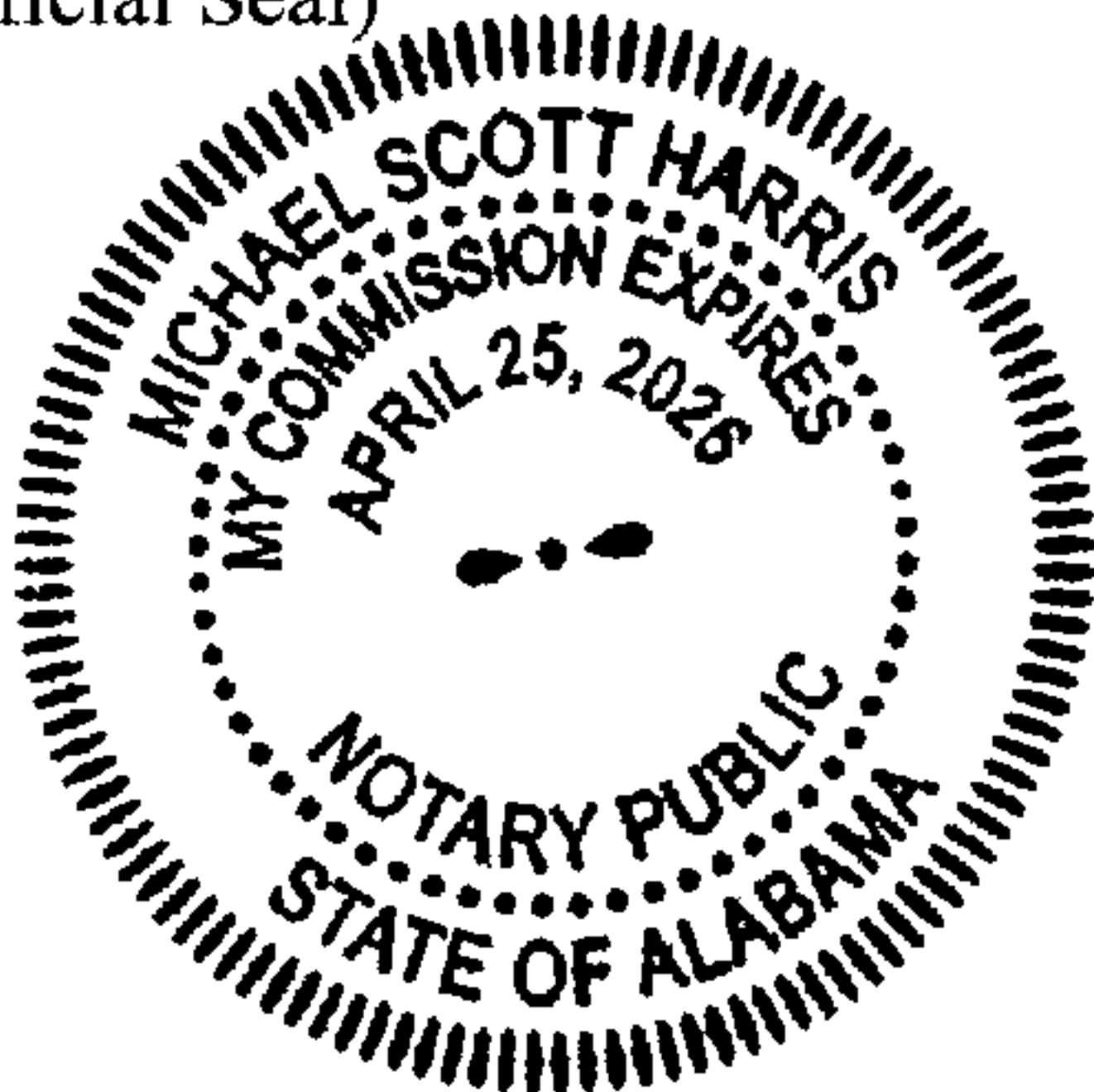


Exhibit A

SITUATED IN THE COUNTY OFSHELBYAND STATE OF Alabama, Unincorporated Area:

LOT 12-13, BLOCK 12, ACCORDING TO THE SURVEY OF MT. LAUREL, PHASE II, AS RECORDED IN MAP BOOK 30, PAGE 10, IN THEPROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

BEING ALL OF THAT CERTAIN PROPERTY CONVEYED TO JAMES B. ANDREWS, JR. AND AIMEE C. ANDREWS, AS JOINT TENANTSWITH RIGHT OF SURVIVORSHIP FROM CYNTHIA H. JOHNSON, AS TRUSTEE OF THE JOHNSON FAMILY TRUST DATED MARCH 6,2015, BY DEED DATED JANUARY 07, 2016 AND RECORDED JANUARY 08, 2016 IN/AS INSTRUMENT NO. 20160108000008240 OFOFFICIAL RECORDS.

APN:09 2 03 1 003 052.000James Bolin Andrews

89 MT LAUREL AVE,BIRMINGHAM, Alabama 35242

FirstAmerican Order No:91412298LA

SECOND HOME RIDER

THIS SECOND HOME RIDER is made this 19th day of January, 2023, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower," whether there are one or more persons undersigned) to secure Borrower's Note to Oakworth Capital Bank (the "Lender") of the same date and covering the Property described in the Security Instrument (the "Property"), which is located at:


89 Mount Laurel Avenue, Birmingham , AL 35242
[Property Address]

In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree:

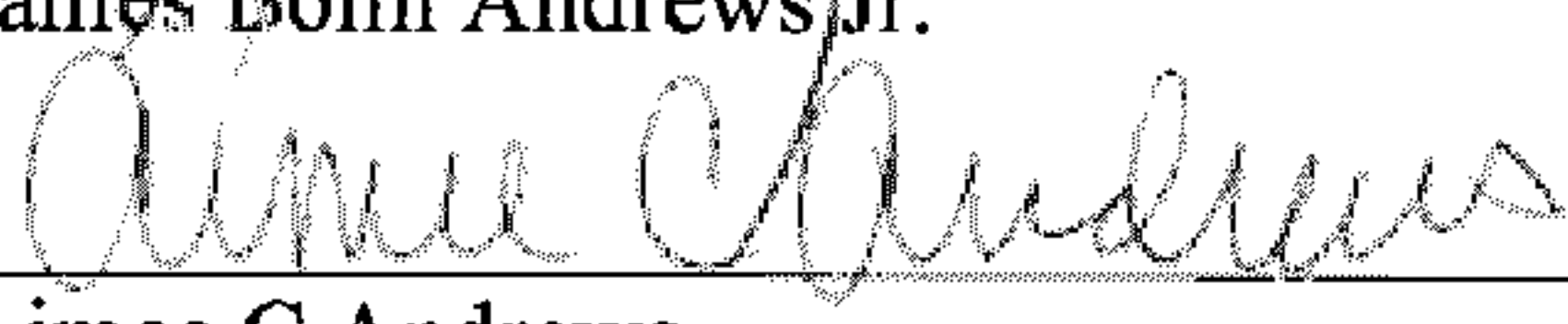
Occupancy. Borrower will occupy and use the Property as Borrower's second home. Borrower will maintain exclusive control over the occupancy of the Property, including short-term rentals, and will not subject the Property to any timesharing or other shared ownership arrangement or to any rental pool or agreement that requires Borrower either to rent the Property or give a management firm or any other person or entity any control over the occupancy or use of the Property. Borrower will keep the Property available primarily as a residence for Borrower's personal use and enjoyment for at least one year after the date of this Second Home Rider, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's second home.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Second Home Rider.



James Bolin Andrews Jr. (Seal)



Aimee C Andrews (Seal)



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
01/20/2023 08:04:57 AM
\$204.80 BRITTANI
20230120000016180

