

20230210000036530  
02/10/2023 02:53:49 PM  
MORTAMEN 1/2

**THIS INSTRUMENT PREPARED BY:**

The Hometown Bank of Alabama  
Hannah Smith  
Loan Operations  
2002 2nd Ave East  
Oneonta, AL 35121

**AFTER RECORDING RETURN TO:**

The Hometown Bank of Alabama  
613 Fairground Ave  
Oneonta AL 35121

(Space Above This Line For Recording Data)

NMLS COMPANY IDENTIFIER: 718858  
NMLS ORIGINATOR IDENTIFIER: 1333909

## **MODIFICATION AGREEMENT - MORTGAGE**

**THIS MODIFICATION AGREEMENT ("Agreement")** is made this 6th day of February, 2023, between Adam Ladner and Kristen Ladner, a married couple, whose address is 4235 Ashington Drive, Birmingham, Alabama 35242 ("Mortgagor"), and The Hometown Bank of Alabama whose address is 613 Fairground Ave, Oneonta, Alabama 35121 ("Lender").

The Hometown Bank of Alabama and Mortgagor entered into a Mortgage dated November 15, 2022 and recorded on November 17, 2022, filed for record in the records of the County of Shelby, State of Alabama with Instrument Number 20221117000426280 ("Mortgage"). The Mortgage covers the following described real property:

Address: 4235 Ashington Drive, Birmingham, Alabama 35242

Legal Description: Refer to original mortgage

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 principal amount to \$689,765.51 and extending maturity to 02/10/2053, and correcting County.

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.

Adam Ladner 2-6-23  
Adam Ladner Date

Kristen Ladner 2/6/2023  
Kristen Ladner Date

**INDIVIDUAL ACKNOWLEDGMENT**

STATE OF ALABAMA  
COUNTY OF Jefferson

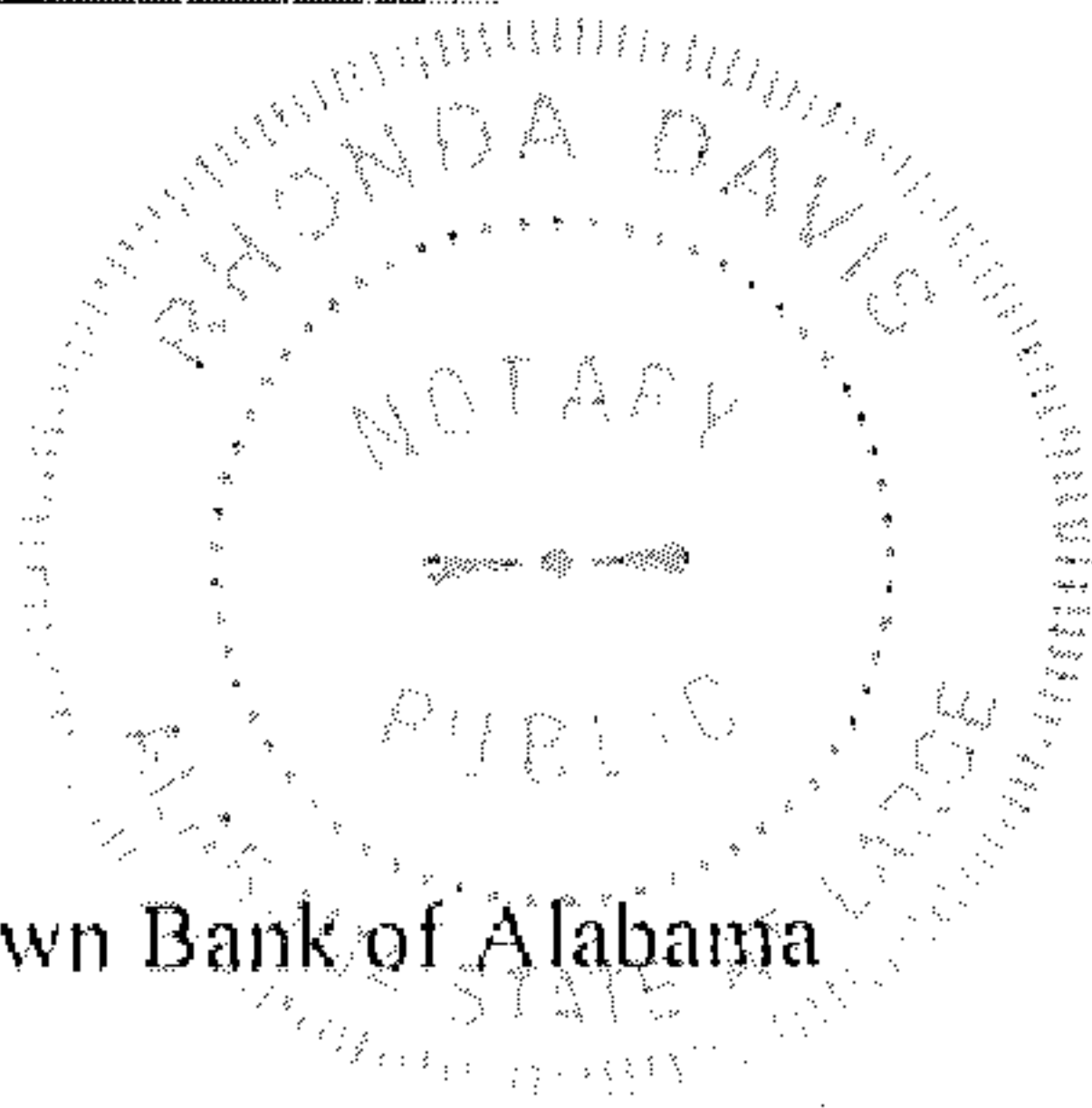
I, Notary Name \_\_\_\_\_, a \_\_\_\_\_, do hereby certify that Adam Ladner and Kristen Ladner, a married couple, whose names are signed to the foregoing and who are known to me, acknowledged before me on this day that, being informed of the contents of the Modification Agreement, they executed the same, voluntarily, on the day the same bears date. Given under my hand this

My commission expires:  
6/13/23

Rhonda Davis  
Notary Name \_\_\_\_\_

Identification Number \_\_\_\_\_

(Official Seal)



**LENDER:** The Hometown Bank of Alabama

Matt Butler 2/6/23  
By: Matt Butler Date  
Its: Lender



**Filed and Recorded**  
**Official Public Records**  
**Judge of Probate, Shelby County Alabama, County**  
**Clerk**  
**Shelby County, AL**  
**02/10/2023 02:53:49 PM**  
**\$1059.70 BRITTANI**  
**20230210000036530**

*Allie S. Boyd*