



20230216000042490 1/3 \$89.80
Shelby Cnty Judge of Probate, AL
02/16/2023 11:36:08 AM FILED/CERT

RECORDATION REQUESTED BY:

BankPlus
AL Residential Real Estate
104 St. Francis Street, Suite 600
Mobile, AL 36602

WHEN RECORDED MAIL TO:

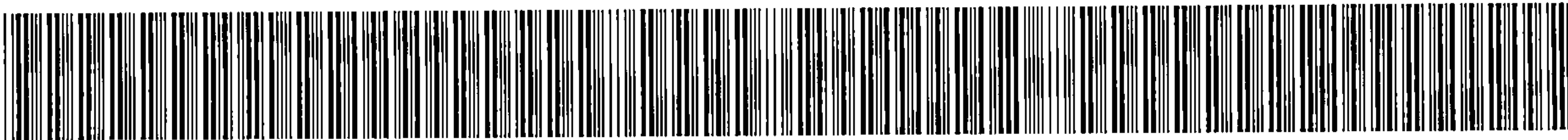
BankPlus Loan Operations
385A Highland Colony Pkwy
Suite 110
Ridgeland, MS 39157

SEND TAX NOTICES TO:

Eddleman Residential LLC
2700 Hwy 280 East Ste 425
Birmingham, AL 35223-0000

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE



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THIS MODIFICATION OF MORTGAGE dated January 9, 2023, is made and executed between Eddleman Residential LLC, whose address is 2700 Hwy 280 East Ste 425, Birmingham, AL 35223-0000 (referred to below as "Grantor") and BankPlus, whose address is 104 St. Francis Street, Suite 600, Mobile, AL 36602 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated July 13, 2022 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED 07/18/2022 IN INSTRUMENT NUMBER 2022071000281500 SHELBY CO AL.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in SHELBY County, State of Alabama:

SEE ATTACHED EXHIBIT FOR COMPLETE LEGAL DESCRIPTION

The Real Property or its address is commonly known as 1245 CHELSEA PARK TRL , CHELSEA , AL 35043.

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

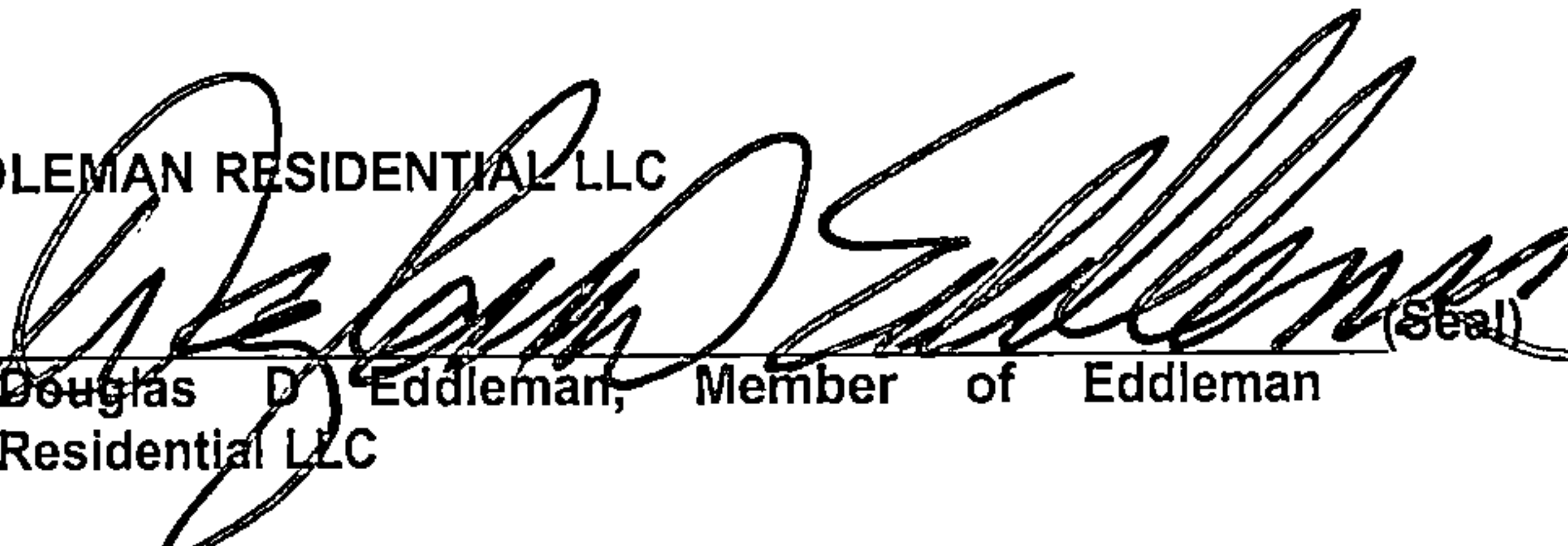
INCREASING LOAN AMOUNT FROM \$456,000.00 TO \$497,200.00.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification 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.

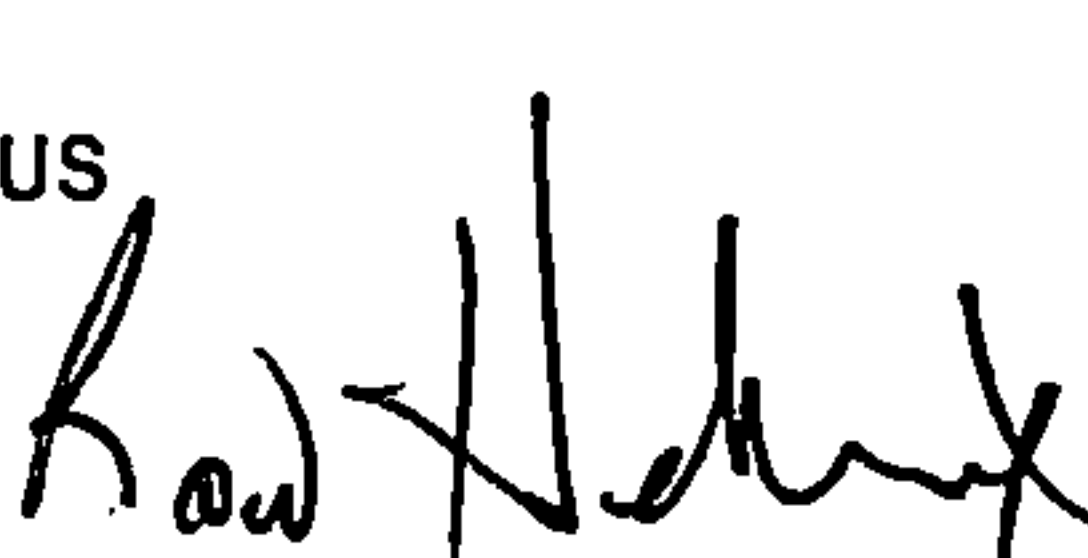
GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JANUARY 9, 2023.

THIS MODIFICATION IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MODIFICATION IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

GRANTOR:

EDDLEMAN RESIDENTIAL LLC
By:  (Seal)
Douglas D. Eddleman, Member of Eddleman
Residential LLC

LENDER:

BANKPLUS
X  (Seal)
Ronald Luther Hendrix, Loan Officer

This Modification of Mortgage prepared by:

Name: RON HENDRIX, FIRST VICE PRESIDENT
Address: 104 St. Francis Street, Suite 600
City, State, ZIP: Mobile, AL 36602

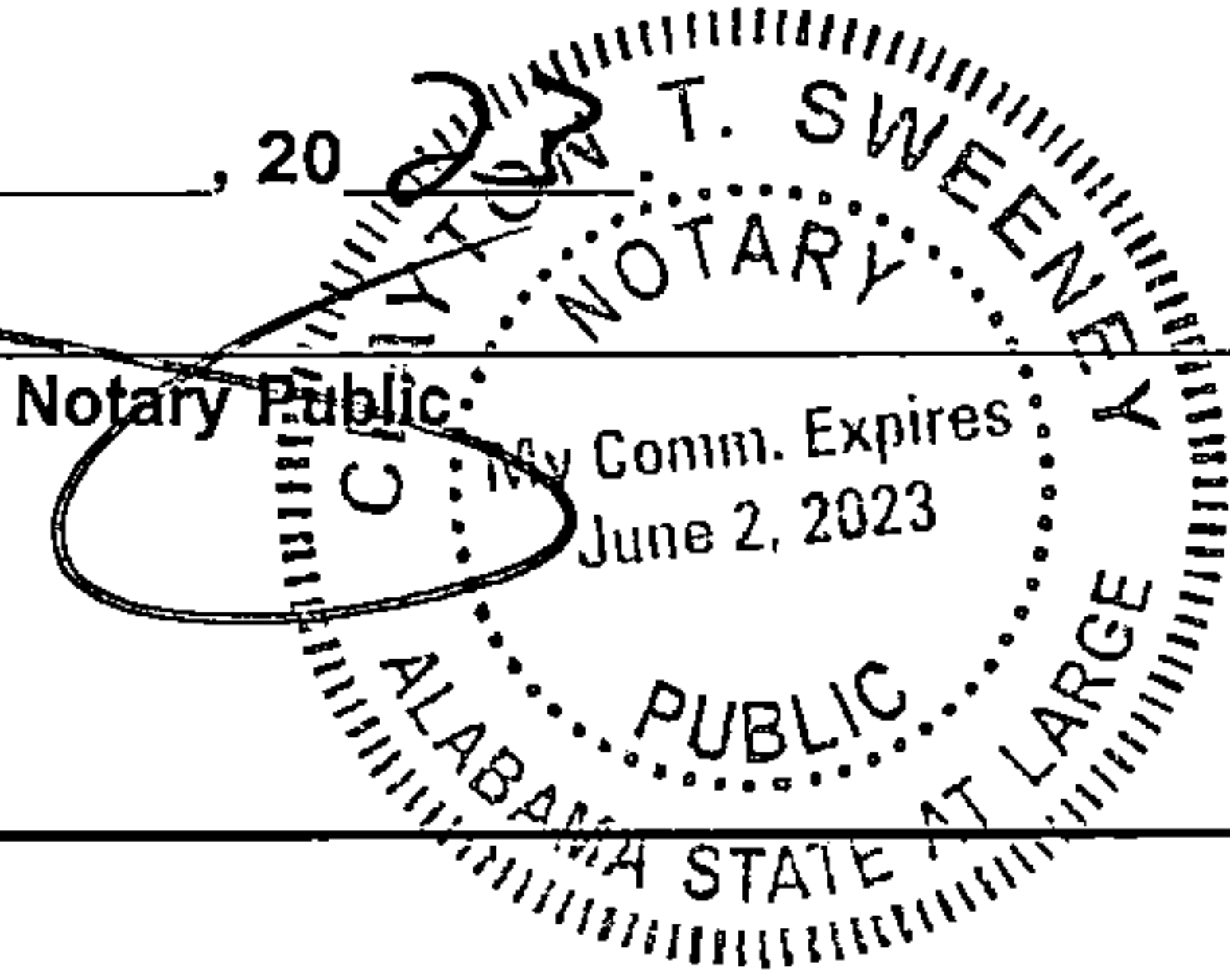
LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Jefferson)

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I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **Douglas D Eddleman, Member of Eddleman Residential LLC**, a limited liability company, is signed to the foregoing Modification and who is known to me, acknowledged before me on this day that, being informed of the contents of said Modification, he or she, as such member and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this 9th day of February, 2023
My commission expires 06-02-2023

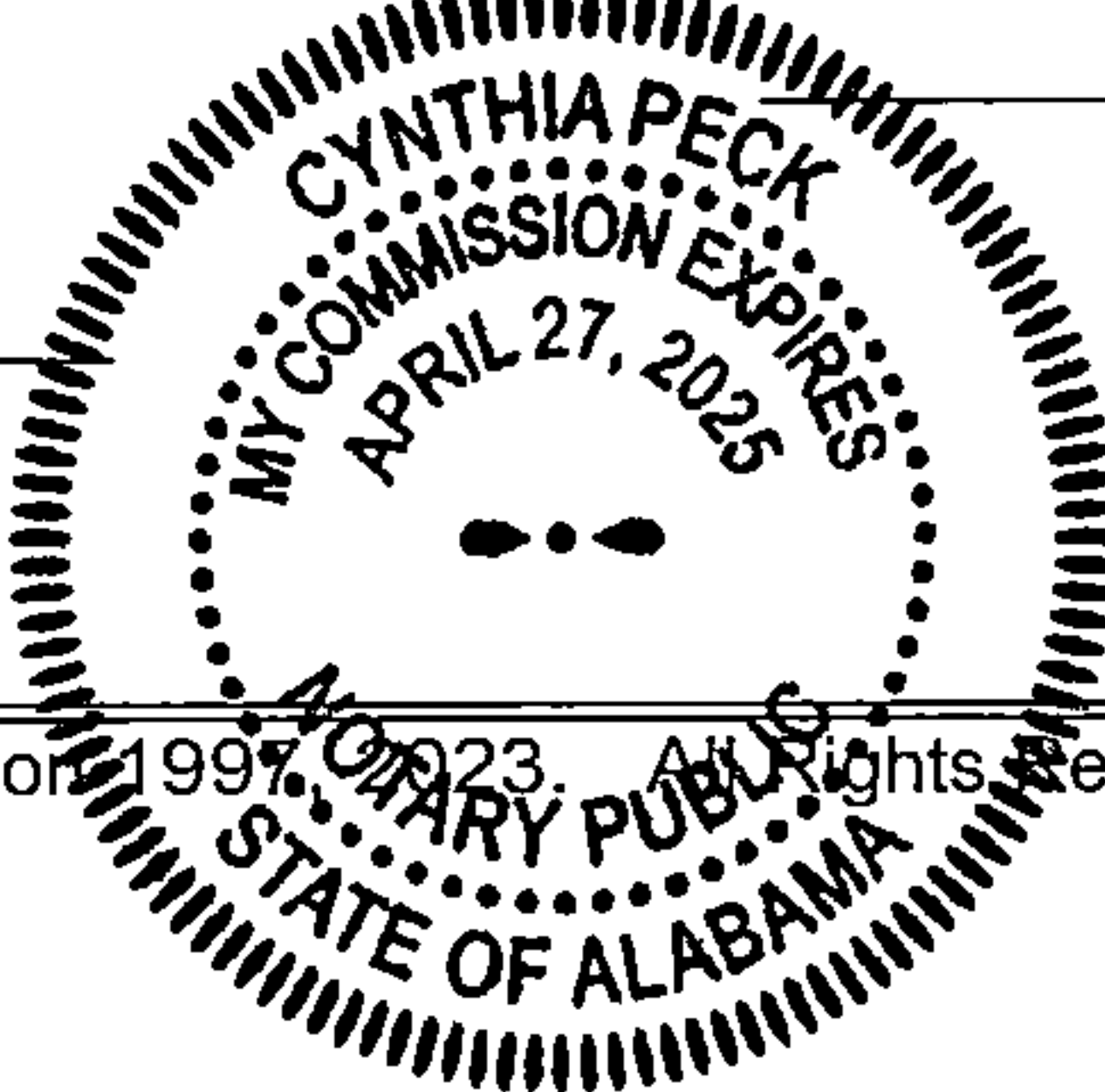


LENDER ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Madison)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **Ronald Luther Hendrix** whose name as **Loan Officer of BankPlus** is signed to the foregoing Modification and who is known to me, acknowledged before me on this day that, being informed of the contents of the Modification of Mortgage, he or she, in his or her capacity as such **Loan Officer of BankPlus**, executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 8 day of February, 2023
My commission expires 4/27/25



Cynthia Peck
Notary Public



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EXHIBIT A
LEGAL DESCRIPTION

Lot 832, according to the Plat of Chelsea Park Eighth Sector, Phase Three, as recorded in Map Book 54, Page 2, in the Probate Office of Shelby County, Alabama.

TOGETHER WITH the nonexclusive easement to the use of the Common Areas as more particularly described in the Declaration of Easements and Master Protective Covenants of Chelsea Park, a Residential Subdivision, filed for record in Instrument 20041014000566950 and Declaration of Covenants, Conditions and Restrictions for Chelsea Park 8th Sector, as recorded in Instrument 20151230000442860, in the Probate Office of Shelby County, Alabama. (which, together with all amendments thereto, are hereinafter collectively referred to as the "Declaration").