

THIS INSTRUMENT PREPARED BY:
Oakworth Capital Bank - Candice Leffel
850 Shades Creek Parkway
Ste 200
Birmingham AL 35209

AFTER RECORDING RETURN TO:
Oakworth Capital Bank
Candice Leffel
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 17th day of May, 2023, between John Roland Porterfield Jr. aka John R. Porterfield Jr. and Julie C M Porterfield aka Julie C Porterfield, a married couple, whose address is 79 Brook Drive, Birmingham, Alabama 35242-3549 ("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 March 5, 2021 and Recorded on March 11, 2021 in Instrument #20210311000120920, records of County of Shelby, State of Alabama ("Mortgage"). The Mortgage covers the following described real property:

Address: 79 Brook Drive, 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 the amount from \$100,000.00 to \$400,000.00.

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.

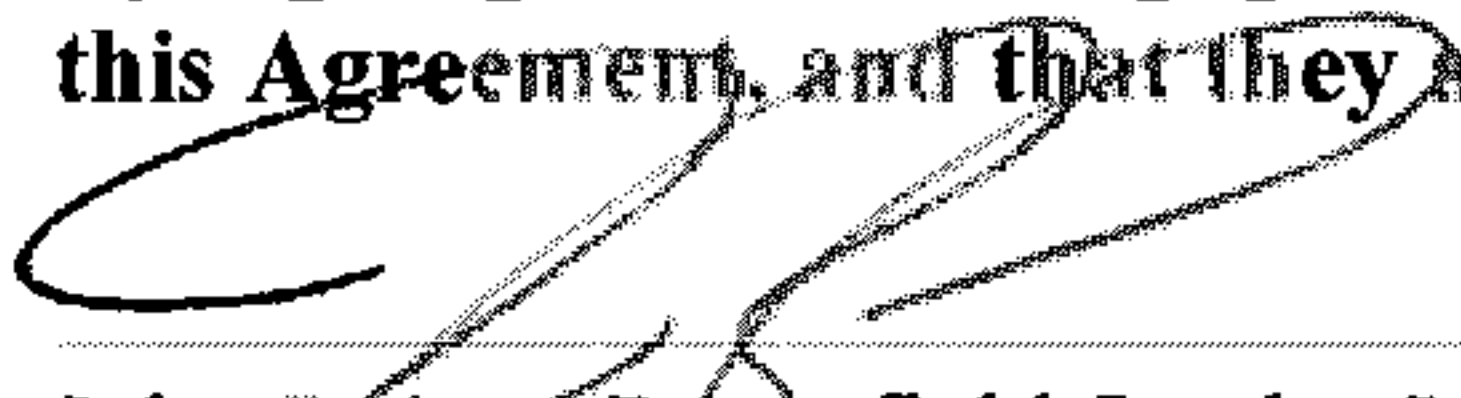
If any Mortgagor who signed the original Mortgage does not sign this Agreement, then all Mortgagors signing below acknowledge that this Agreement is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Agreement or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

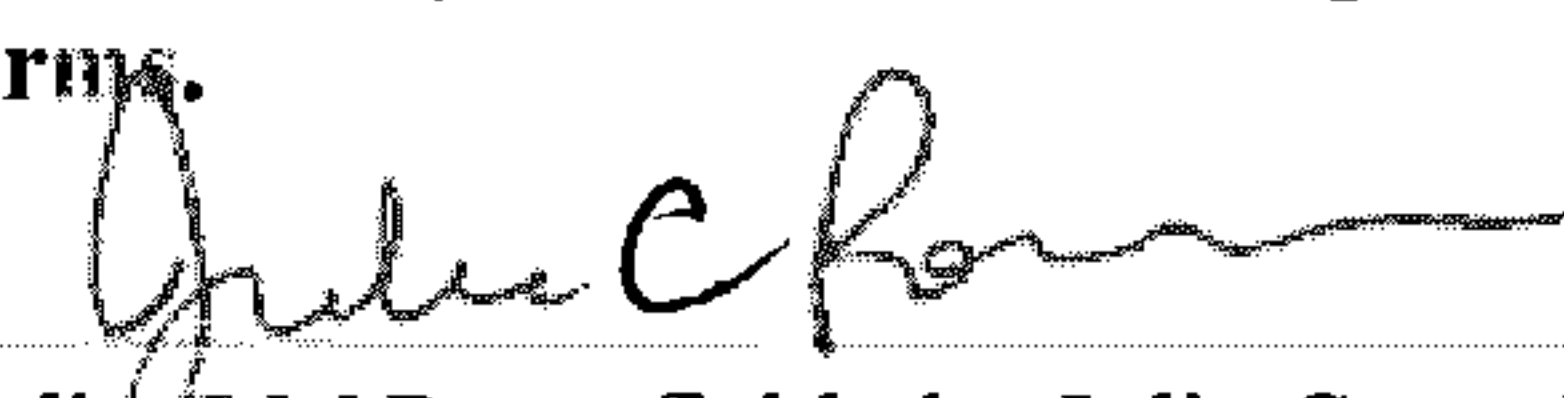
This Agreement shall be binding upon the heirs, successors, and assigns with respect to parties hereto. Whenever used, the singular shall include the plural, the plural, the singular, and the use of any gender shall be applicable to all genders.



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.


MAY 17 2023
 John R. Porterfield Jr. aka John R. Porterfield Jr. Date

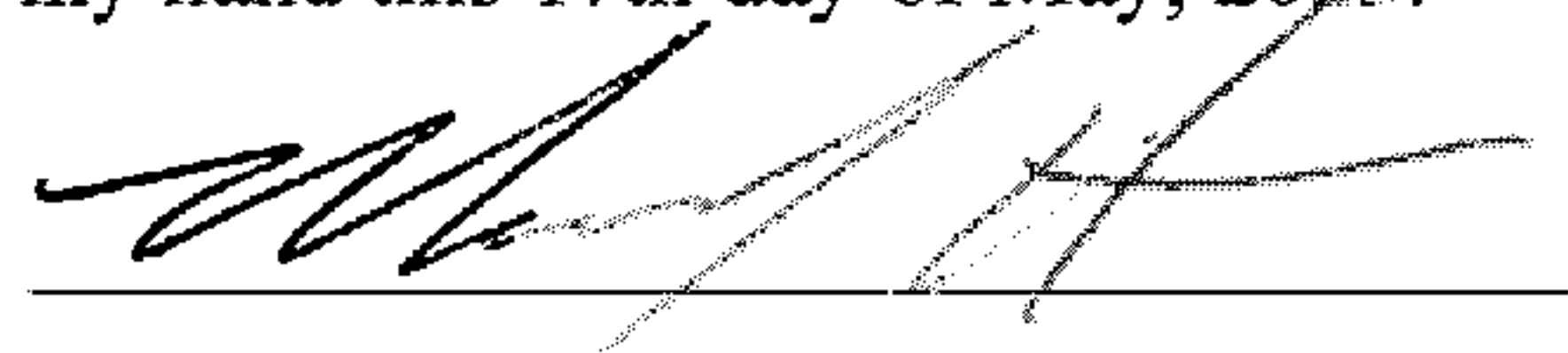

MAY 17 2023
 Julie C M Porterfield aka Julie C Porterfield Date

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ALABAMA)
)
 COUNTY OF JEFFERSON)

I, MICHAEL HARRIS, a NOTARY, do hereby certify that John Roland Porterfield Jr. aka John R. Porterfield Jr. and Julie C M Porterfield aka Julie C Porterfield, 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 17th day of May, 2023.

My commission expires:

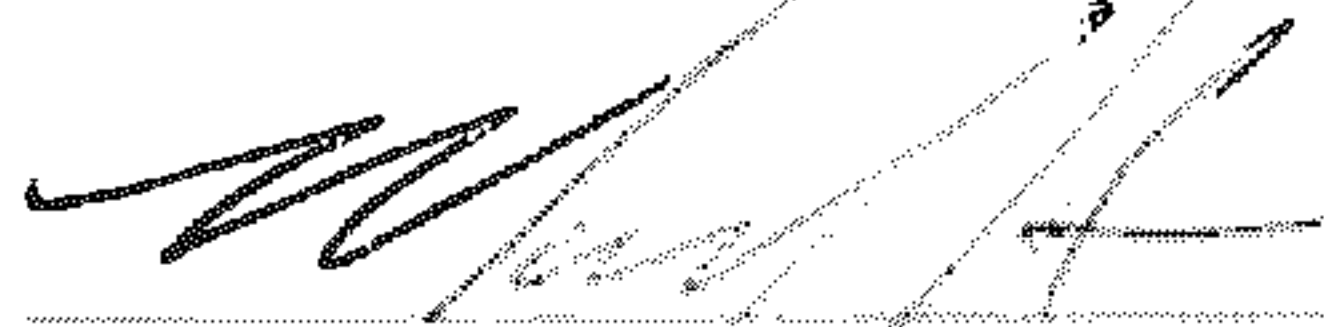


(Official Seal)



Identification Number

LENDER: Oakworth Capital Bank


 05/17/2023
 By: Michael Harris Date
 Its: Client Advisor

BUSINESS ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF Jefferson)

I, Katherine Bell Meriwether, 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 17th day of May, 2023.

My commission expires:

(Official Seal)

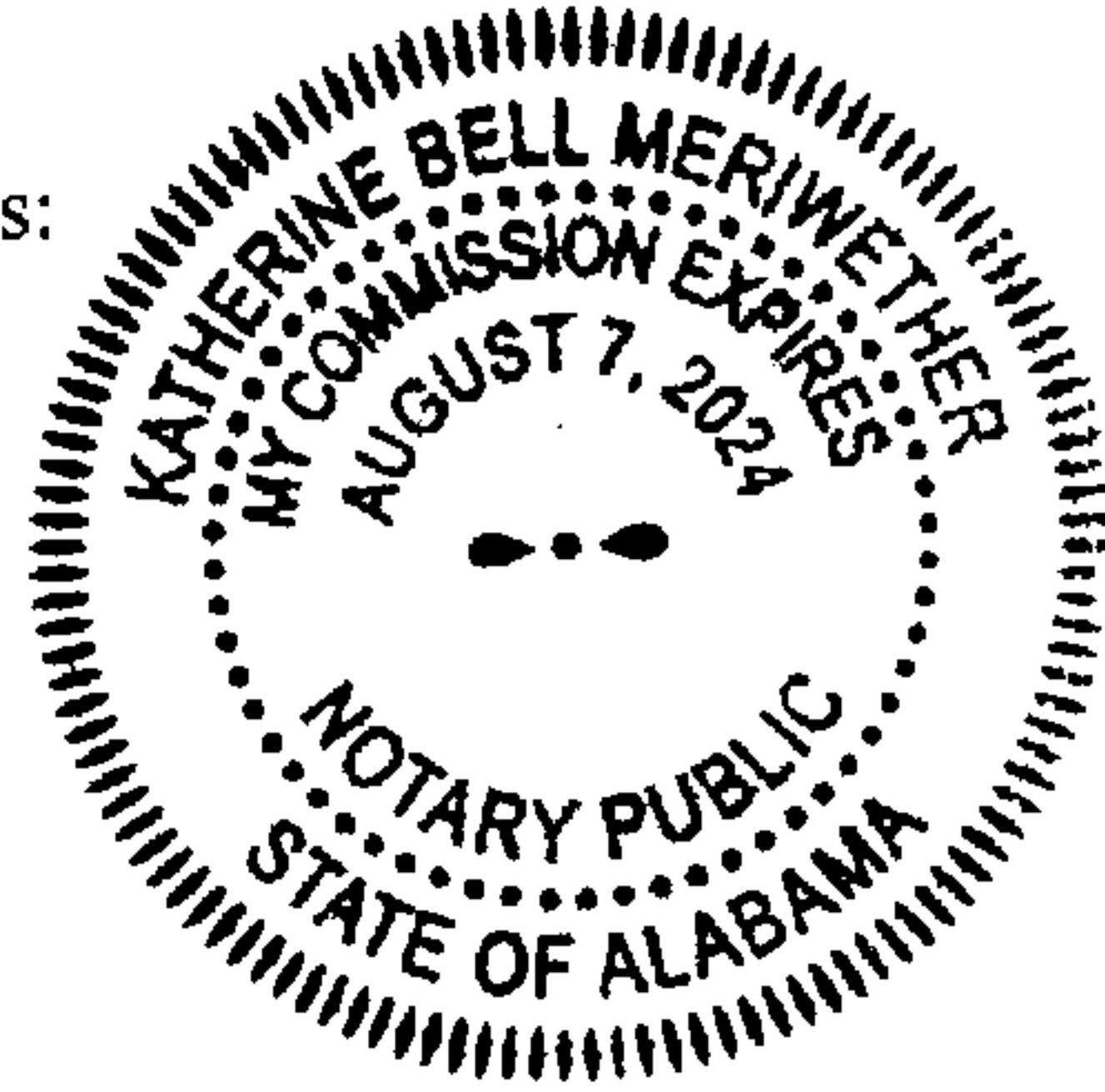


Exhibit A

SITUATED IN THE COUNTY OF SHELBY AND STATE OF Alabama, CITY OF BIRMINGHAM:

LOT E, ACCORDING TO THE SURVEY OF BROOK RIDGE ESTATES, AS RECORDED IN MAP BOOK 17, PAGE 133, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

BEING ALL OF THAT CERTAIN PROPERTY CONVEYED TO JOHN R. PORTERFIELD, JR. AND JULIE C. PORTERFIELD FOR AND DURING THEIR JOINT LIVES AND UPON THE DEATH OF EITHER, THEN TO THE SURVIVOR OF THEM FROM ROBERT B. CLEMENTS AND WIFE, CLARE CLEMENTS A/K/A S. CLARE CLEMENTS, BY DEED DATED JULY 19, 2013 AND RECORDED AUGUST 05, 2013 IN/AS INSTRUMENT NO. 20130805000316590 OF OFFICIAL RECORDS.

APN: 10 6 23 0 001 019.006
John R Porterfield

79 BROOK DR, BIRMINGHAM, Alabama 35242
First American Order No: 91511141LA



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
05/22/2023 08:41:57 AM
\$483.00 BRITTANI
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Allen S. Bayl