

THIS INSTRUMENT PREPARED BY:

NobleBank & Trust
361 Summit Blvd
Suite 100
Birmingham AL 352430000

AFTER RECORDING RETURN TO:

NobleBank & Trust
361 Summit Blvd
Suite 100
Birmingham AL 352430000

(Space Above This Line For Recording Data)

MODIFICATION AGREEMENT - MORTGAGE

THIS MODIFICATION AGREEMENT ("Agreement") is made this 25th day of May, 2023, between MACKENZIE A BROWN and MARY MARTIN BROWN, a married couple, whose address is 1120 ASHFORD LANE, BIRMINGHAM, Alabama 35242-7252 ("Mortgagor"), and NobleBank & Trust whose address is 361 Summit Blvd, Suite 100, Birmingham, Alabama 35243 ("Lender").

NobleBank & Trust and Mortgagor entered into a Mortgage dated April 7, 2023 and recorded on May 2, 2023, in Book 20230502000129510, Page 1, records of County of Shelby, State of Alabama ("Mortgage"). The Mortgage covers the following described real property:

Address: 1120 ASHFORD LANE, BIRMINGHAM, Alabama 35242

Legal Description: Lot 1154, according to the Survey of Brook Highland, 11th Sector, Phase II, an Eddleman Community, as recorded in Map Book 22, Page 36 A & B, in the Probate Office of Shelby County, Alabama

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:

- CHANGE OF ADDRESS FROM 1120 Ashworth Drive TO 1120 ASHFORD LANE, BIRMINGHAM, AL 35242 . LEGAL DESCRIPTION STAYS THE SAME.

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.


 MACKENZIE A BROWN
 Individually

6/9/23
 Date


 MARY MARTIN BROWN
 Individually

6/9/23
 Date

INDIVIDUAL ACKNOWLEDGMENT

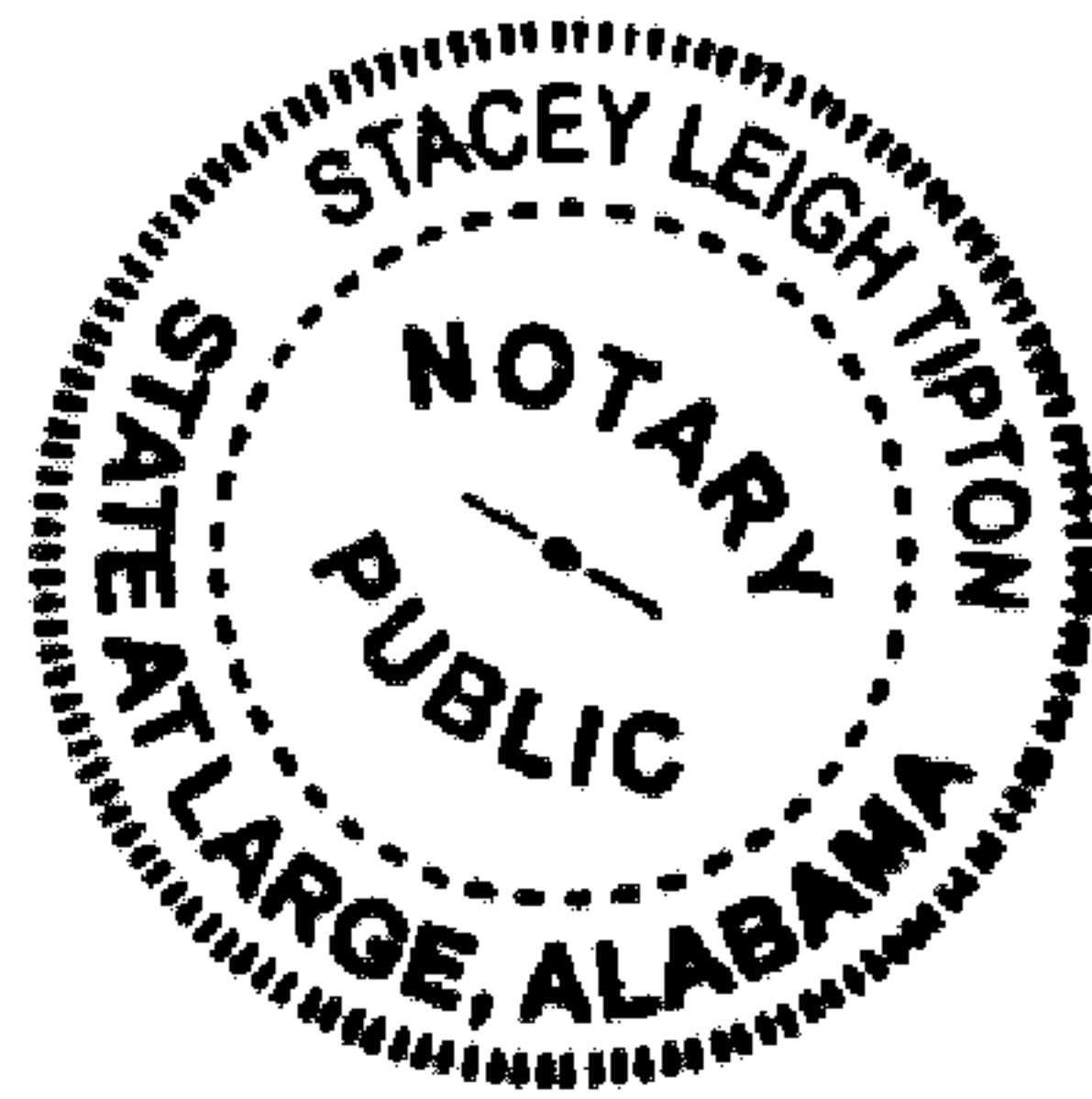
STATE OF ALABAMA)
 COUNTY OF Jefferson)

I, THE UNDERSIGNED, a NOTARY PUBLIC, do hereby certify that MACKENZIE A BROWN and MARY MARTIN BROWN, 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 7th day of April, 2023.

My commission expires:

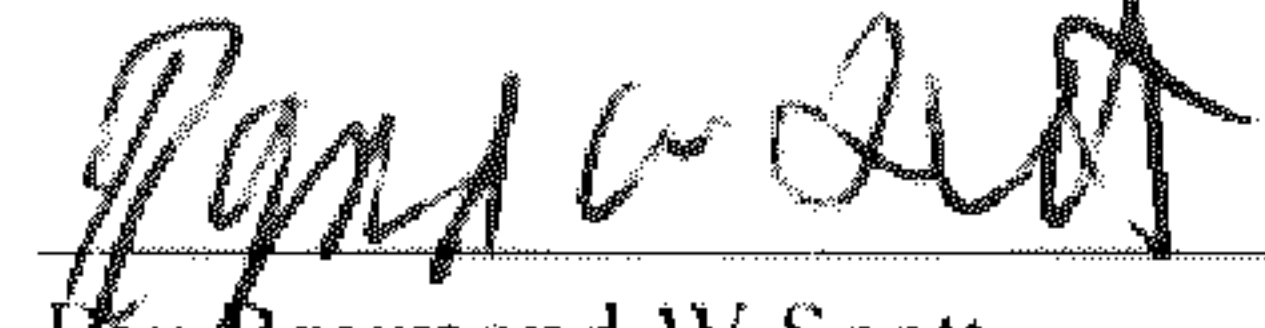
**My Commission Expires
 01/27/2025**

(Official Seal)




 THE UNDERSIGNED
 NOTARY PUBLIC
 Identification Number

LENDER: NobleBank & Trust


 By: Raymond W Scott
 Its: Relationship Manager

6/9/23
 Date

BUSINESS ACKNOWLEDGMENT

STATE OF ALABAMA)
COUNTY OF *Jefferson*)

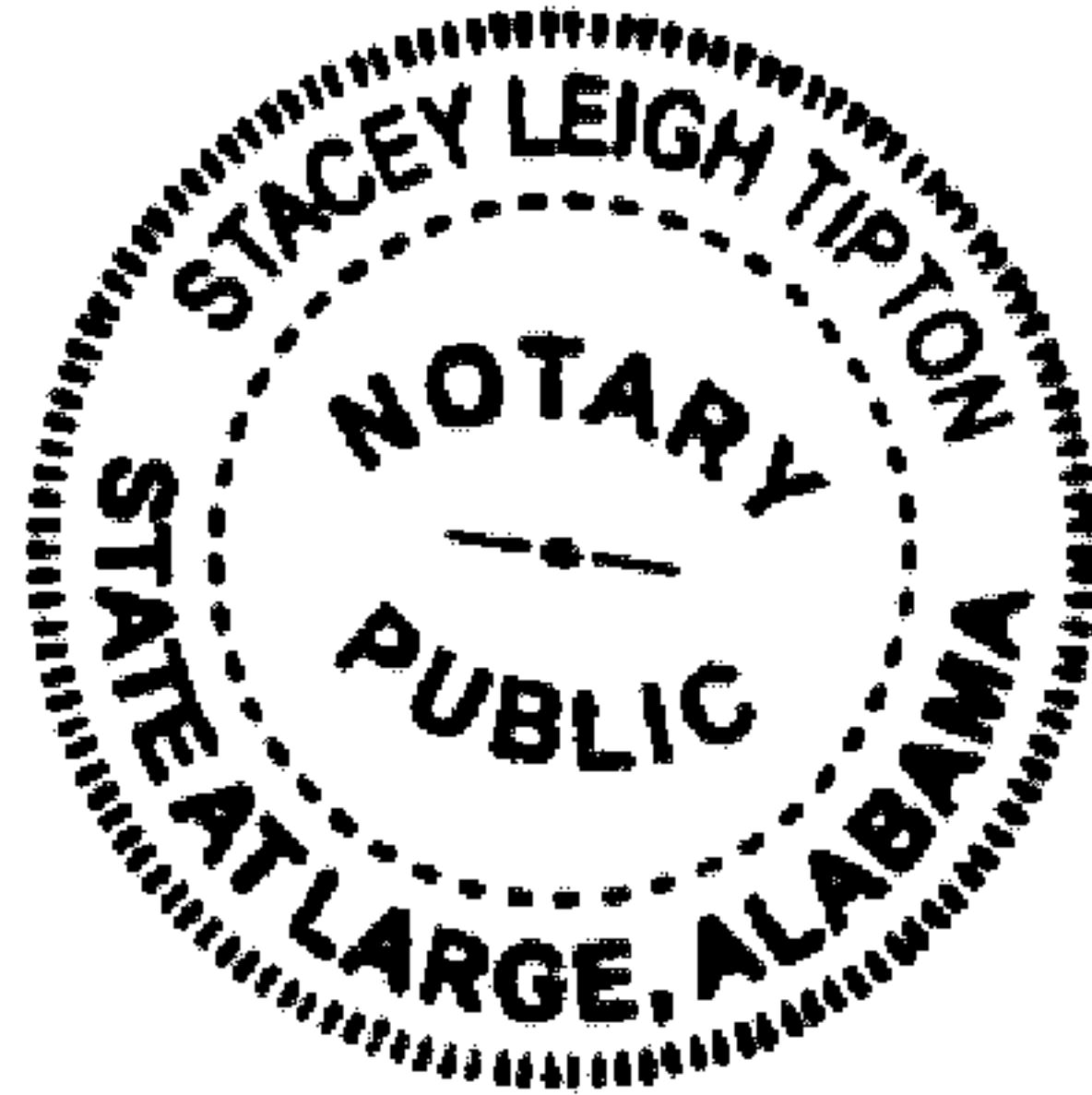
I, THE UNDERISIGNED, NOTARY PUBLIC in and for said County and in said State, hereby certify that Raymond W Scott, Relationship Manager of NobleBank & Trust, a(n) Alabama National Bank, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being 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 National Bank.

Given under my hand this the 7th day of April, 2023.

My commission expires:
My Commission Expires
01/27/2025

Stacey Leigh Tipton
THE UNDERISIGNED
NOTARY PUBLIC

(Official Seal)



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
06/20/2023 09:29:28 AM
\$28.00 JOANN
20230620000182920

Allie S. Bayl