

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)

NMLS ORIGINATOR IDENTIFIER: 2306988

MODIFICATION AGREEMENT - MORTGAGE

THIS MODIFICATION AGREEMENT ("Agreement") is made this 15th day of August, 2023, between JOHN WILLIAMS and YANICK WILLIAMS, a married couple, whose address is 713 BAILEY BROOK CIRCLE, HOOVER, Alabama 35244 ("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 February 28, 2022 and recorded on March 7, 2023, in Reel 20220307000095990, Image Number 20220307000095990, records of County of Shelby, State of Alabama ("Mortgage"). The Mortgage covers the following described real property:

Address: 1000 Fox Creek Circle, Birmingham, Alabama 35244

Legal Description: Lot 1, according to the survey of Bailey's addition to Riverchase, as recorded in map book 28, page 19, 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:

- The Mortgage secures the note or credit agreement dated Feb 28, 2022 from Borrower to Lender (the Note), which is being modified by the Change In Terms Agreement between Borrower and Lender dated the same date as this Modification (the Change in Terms Agreement). The Mortgage, as modified hereby, shall secure the Note as modified by the Change in Terms Agreement and any and all previous and future renewals of, extensions of, modifications of, refinancing of, consolidations of, and substitutions for the Note.

The mortgage is hereby increased from FOUR HUNDRED FIFTY-THREE THOUSAND FIVE HUNDRED TWENTY US DOLLARS 00/100 (\$453,520.00) TO FIVE HUNDRED THIRTY THOUSAND DOLLARS 00/100 (\$530,000.00).

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.

John Williams 8/15/23
JOHN WILLIAMS Date

Yanick Williams 8/15/23
YANICK WILLIAMS Date

INDIVIDUAL ACKNOWLEDGMENT

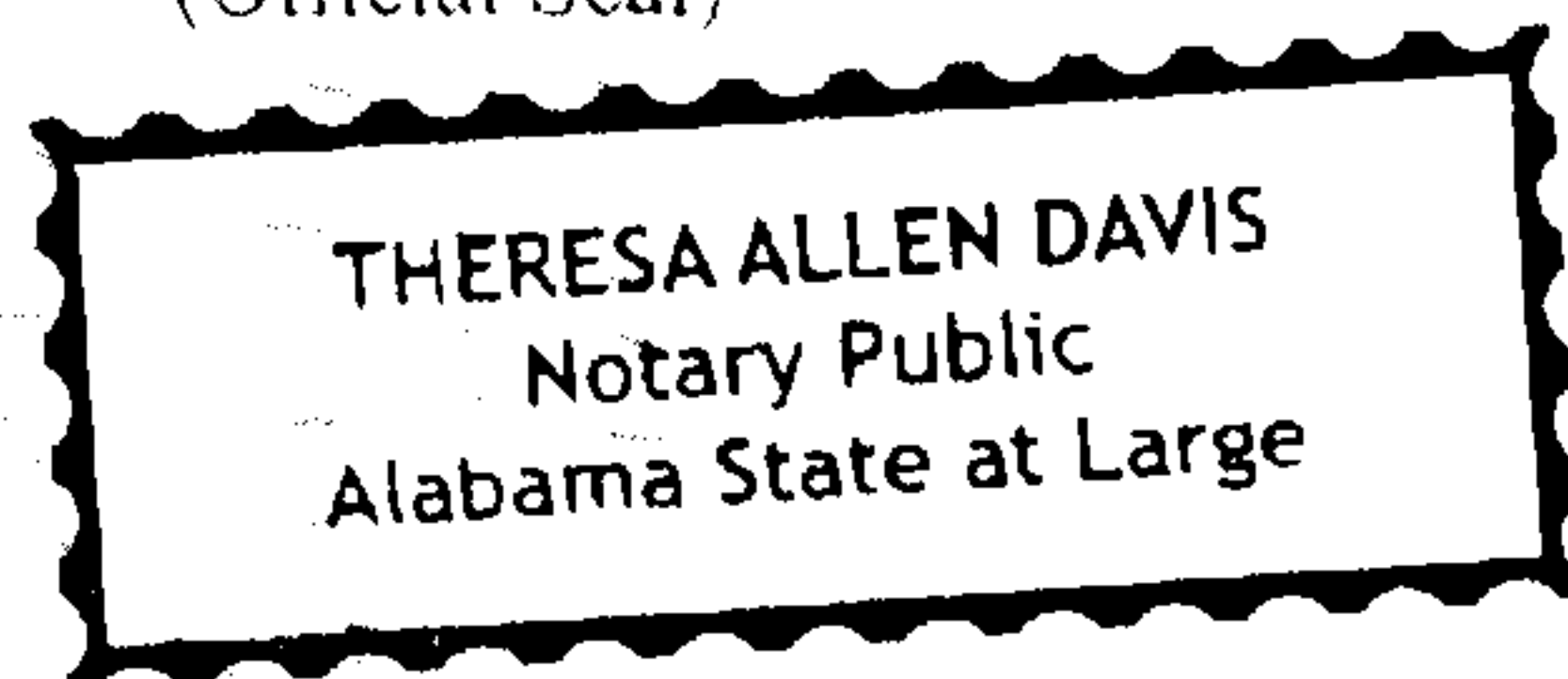
STATE OF ALABAMA)
COUNTY OF Jefferson)

I, Theresa Allen Davis, a Notary, do hereby certify that JOHN WILLIAMS and YANICK WILLIAMS, 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 15th day of August, 2023.

My commission expires:

7/21/2027

(Official Seal)



Theresa Allen Davis

Identification Number

14437

LENDER: NobleBank & Trust

Raymond W Scott 08/15/2023
By: Raymond W Scott Date

Its: Relationship Manager

BUSINESS ACKNOWLEDGMENT

STATE OF ALABAMA)
COUNTY OF *Jefferson*)

I, _____, 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.

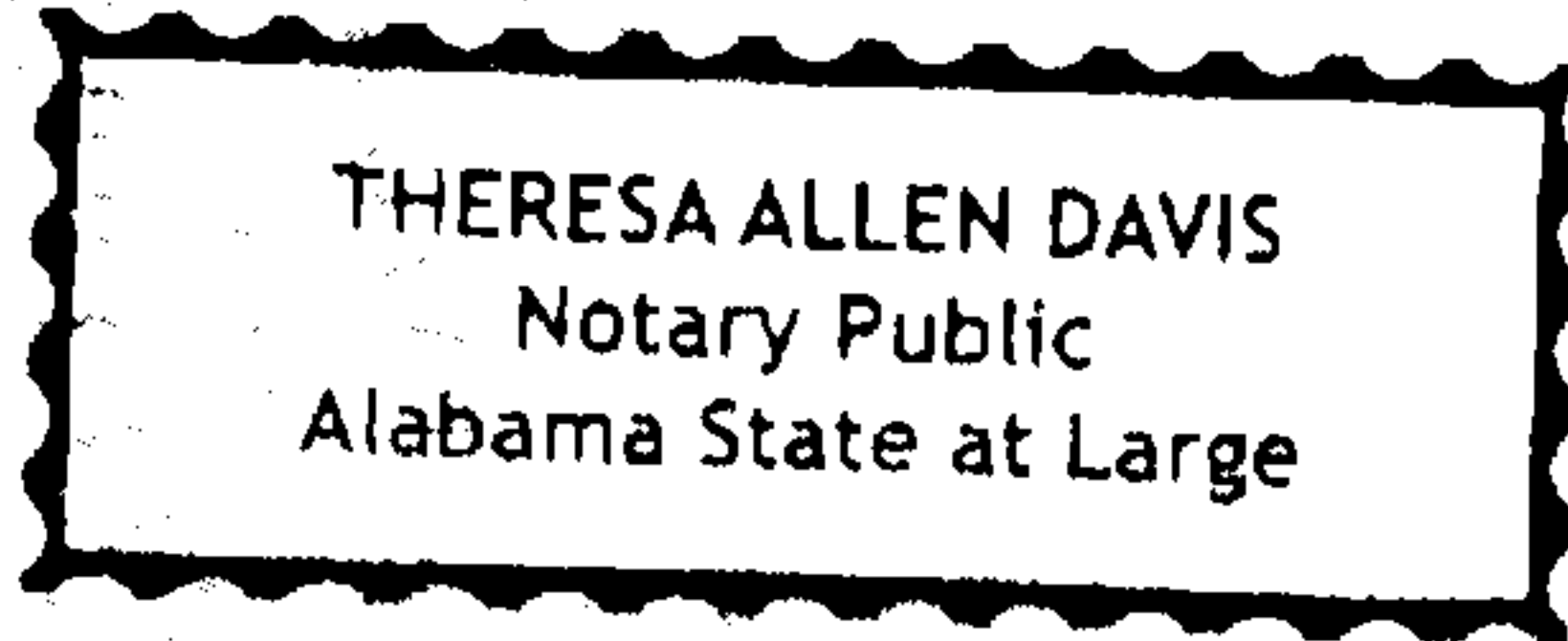
Given under my hand this the 15th day of August, 2023.

My commission expires:

1/21/2027

Theresa Allen Davis

(Official Seal)



**Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
08/23/2023 10:23:37 AM
\$142.75 JOANN
20230823000253450**

Allie S. Bayl