

THIS INSTRUMENT PREPARED BY:

Robin Hogeland  
Loan Processing Department  
Alabama Farm Credit, ACA  
300 2nd Avenue SW  
Cullman, AL 35055

AFTER RECORDING RETURN TO:

Cullman Admin Office  
Alabama Farm Credit, ACA  
300 2nd Avenue SW  
Cullman, AL 35055

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## MODIFICATION AGREEMENT - MORTGAGE

THIS MODIFICATION AGREEMENT ("Agreement") is made this 3rd day of October, 2023, between Jay Vincent Gordon Jr. and Lydia Arleen Gordon, husband and wife, whose address is 2804 St Patrick Place North, Helena, Alabama 35080 ("Mortgagor"), and

Alabama Farm Credit, ACA, as agent/nominee, whose address is 300 2nd Avenue SW, Cullman, Alabama 35055 ("Lender").

Alabama Farm Credit, ACA, as agent/nominee, and Mortgagor entered into a Mortgage dated May 31, 2023 and recorded on June 9, 2023, in Instrument No. 20230609000174430 in the records of Shelby County, Alabama (as may be amended or modified from time to time, the "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:

- In the section of the Mortgage entitled "INDEBTEDNESS", the following sentence is added to the end of the sub-paragraph entitled "Promissory Note":

"The Promissory Note, if not paid earlier, will mature on May 1, 2053, unless renewed or extended or the maturity date is accelerated for any reason."

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.


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.

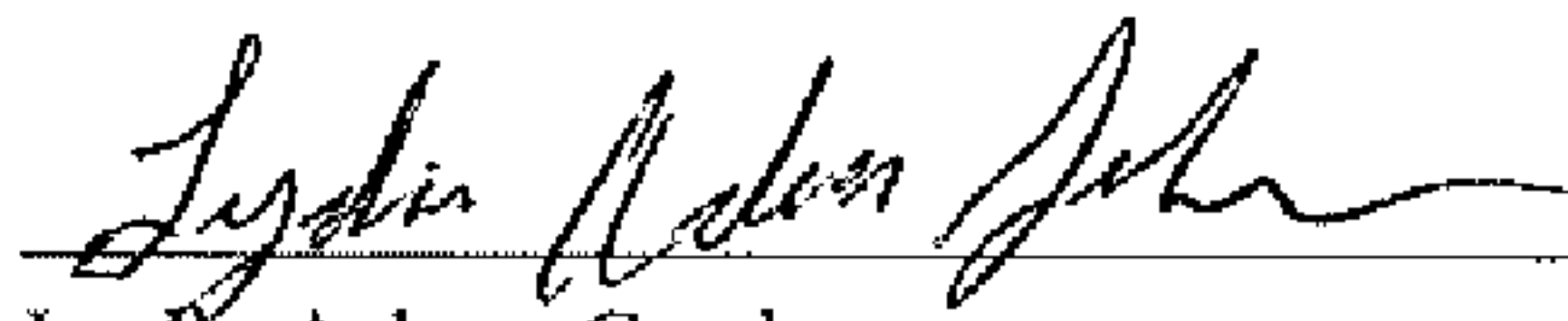
**ORAL AGREEMENTS DISCLAIMER.** This Agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

*(Signatures appear on the following pages.)*

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.

**MORTGAGOR:**

  
 Jay Vincent Gordon Jr.  
 Individually

  
 Lydia Arleen Gordon  
 Individually

**INDIVIDUAL ACKNOWLEDGMENT**

STATE OF ALABAMA

COUNTY OF Shelby

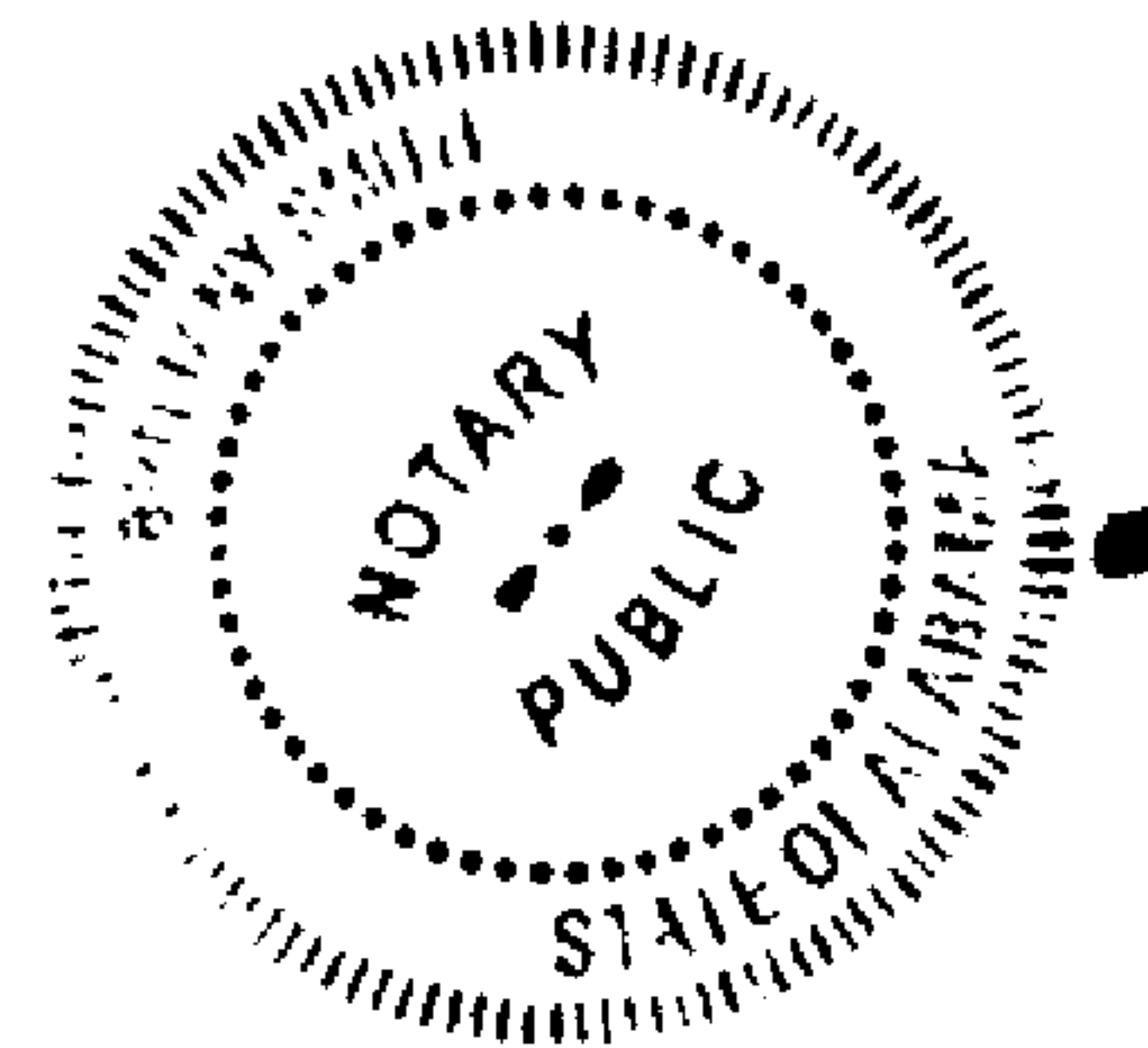
I, Brittany Smith, the undersigned notary public, do hereby certify that Jay Vincent Gordon Jr. and Lydia Arleen Gordon, whose name is signed to the foregoing and who is known to me, acknowledged before me on this day that, being informed of the contents of the Security Instrument, he/she executed the same, voluntarily, on the day the same bears date.

Given under my hand this 3rd day of October, 2023.

My commission expires: 7/14/25



(Official Seal)



*Signature of Lender appears on the following page.*

**LENDER:**

ALABAMA FARM CREDIT, ACA

By: Brittany Smith  
 Name: Brittany Smith  
 Its: Loan Officer

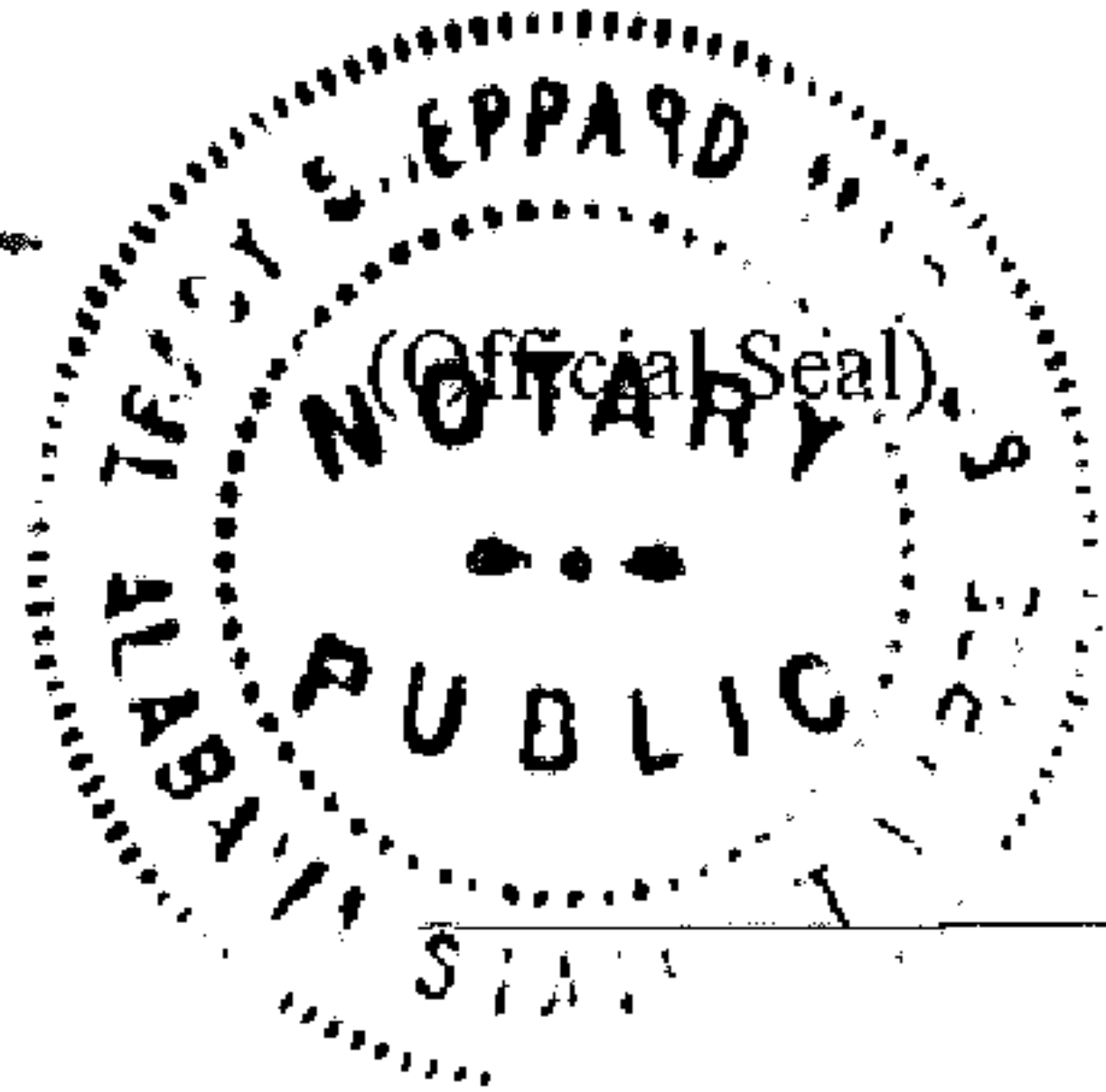
**BUSINESS ACKNOWLEDGEMENT**

STATE OF ALABAMA  
 COUNTY OF Talladega )

I, Tracy Sheppard Marcus, the undersigned notary public, in and for said County and in said State, hereby certify that Brittany Smith, Loan Officer of Alabama Farm Credit, ACA, as agent/nominee, a United States of America Farm Credit System Institution, 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/she, in his/her official capacity and with full authority, executed the same voluntarily for and as the act of said institution.

Given under my hand this the 3rd day of October, 2023.

Tracy Sheppard Marcus  
 Notary Public  
 My commission expires October 27, 2024



**Filed and Recorded**  
**Official Public Records**  
**Judge of Probate, Shelby County Alabama, County**  
**Clerk**  
**Shelby County, AL**  
**10/13/2023 08:11:14 AM**  
**\$31.00 BRITTANI**  
**20231013000303190**

Allie S. Bayl