

STATE OF ALABAMA:

2138012113

COUNTY OF SHELBY:

MORTGAGE MODIFICATION AND ADDITIONAL

ADVANCE AGREEMENT

THIS AGREEMENT, made and entered into on this 6th day of October, 2023, by and between David Maddox, Husband, and Kathleen McGinnis Maddox, Wife, and SunSouth Bank, as Mortgagee;

WITNESSETH:

WHEREAS, Mortgagor(s) did make and execute to the Mortgagee a mortgage dated the 9th day of June, 2022, conveying the therein described real estate to secure a principal indebtedness of \$100,000.00 as evidence by a promissory note of same date, which mortgage is recorded in the Probate Office of Shelby County, Alabama under instrument # 20220719000283330 and,

WHEREAS, the balance of the indebtedness due and unpaid on said promissory note is presently the sum of \$100,861.64; and,

WHEREAS, under the terms of the aforesaid mortgage, the property described therein was conveyed to secure the principal debt referred to above, and also any other future advances that the Mortgagor(s) might owe or make to the Mortgagee; and,

WHEREAS, the Mortgagor(s) desire and have requested the Mortgagee to extend the time for payment of said indebtedness and loan to the Mortgagor(s), as a future advance, the additional sum of \$50,000.00 under said mortgage, which sum has this date been loaned to the Mortgagor(s); and,

WHEREAS, the total principal amount secured by said mortgages is now the sum of \$150,000.00.

NOW, THEREFORE, in consideration of the premises, the parties agree as follows:

1. All of the conditions, agreements and stipulations as set forth in the said mortgage, except as may be modified by this agreement, shall remain in full force and effect.
2. The said mortgage secures the payment of the indebtedness described herein, together with interest thereon, as provided in the said note or notes of even date, and all other future advances which Mortgagor(s) may hereafter make and contract with Mortgagee during the life of the said mortgage. The validity of any such other future advances of the Mortgagor(s) shall not be affected by this Agreement, it being specifically understood that other advances under said mortgage may be made by Mortgagee to Mortgagor(s) without the necessity of an agreement such as is this Agreement being executed this date.

3. In the event the Mortgagor(s) fail(s) to pay any indebtedness secured by said mortgage when the same become due or in the event the Mortgagor(s) fail(s) to perform any agreement, covenant or stipulation contained in said mortgages become insolvent, be adjudicated a bankrupt or be made a defendant in bankruptcy or receivership proceedings, then the entire indebtedness secured by said mortgages at the option of the Mortgagee shall become immediately due and payable, and the Mortgagee is authorized and empowered to foreclose said mortgage in accordance with the provisions therein set forth and in the manner and form provided therein.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on this the day first hereinabove written.

Mortgagee(s):

David Maddox

Kathleen McGinnis Maddox

Mortgagee:

SunSouth Bank

By:

Davis McLaughlin

Its: Vice President

STATE OF ALABAMA:

COUNTY OF ~~HOUSTON~~
SHELBY

I. The undersigned Notary Public, in and for said County and State, hereby certify that David Maddox and Kathleen McGinnis Maddox, whose names are signed to the foregoing Mortgage Modification and Additional Advance Agreement, and who are known to me, acknowledge before me on this date that, being informed of the contents of said Agreement, they executed the same voluntarily on the day the same bears date.

GIVEN UNDER MY HAND AND SEAL this the 10th day of October, 2023.

(SEAL)



John Robin Mason
Notary Public
My Commission Expires
June 1, 2025

John Robin Mason
Notary Public

My Commission Expires: June 1, 2025

20231101000321080 3/3 \$253.00
Shelby Cnty Judge of Probate, AL
11/01/2023 12:07:58 PM FILED/CERT

STATE OF ALABAMA:
COUNTY OF ~~HOUSTON~~
 SHELBY

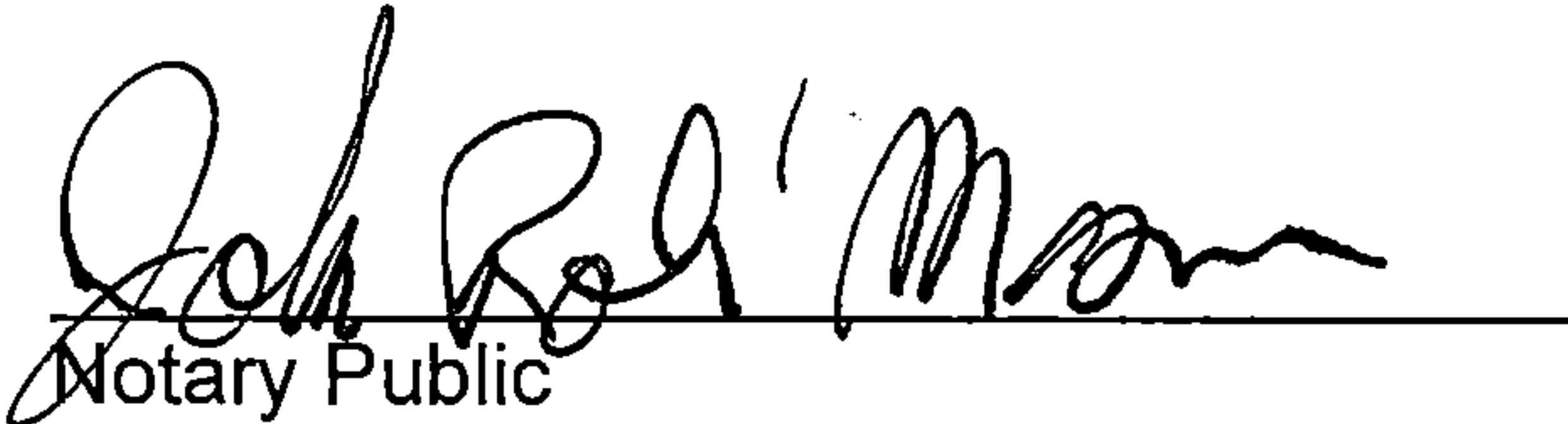
I, the undersigned Notary Public, in and fore said County and State, hereby certify that Davis McLaughlin, whose name as Vice President of SunSouth Bank, is signed to the foregoing Mortgage Extension Agreement, and who is known to me, acknowledge before me on this day that, being informed of the contents of said Agreement, Davis McLaughlin, as such officer and with full authority, executed the same voluntary on the day the same bears date.

GIVEN UNDER MY HAND AND SEAL this the ^{10th}~~6th~~ day of October, 2023.

(SEAL)



John Robin Mason
Notary Public
My Commission Expires
June 1, 2025



Notary Public

My Commission Expires: _____
My Commission Expires:
June 1, 2025