

**RECORDATION REQUESTED BY:**

Renasant Bank  
Columbiana Office  
106 E College St  
Columbiana, AL 35051



20250422000119620 1/4 \$522.10  
Shelby Cnty Judge of Probate, AL  
04/22/2025 03:18:37 PM FILED/CERT

**WHEN RECORDED MAIL TO:**

Renasant Bank  
Document Control Dept.  
P O Box 4140  
Tupelo, MS 38803

**SEND TAX NOTICES TO:**

Renasant Bank  
Columbiana Office  
106 E College St  
Columbiana, AL 35051

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

**MODIFICATION OF MORTGAGE**



\*#####074004152025\*

**Notice:** The original principal amount available under the Note (as defined below), which was \$125,527.80 (on which any required taxes already have been paid), now is increased by an additional \$201,838.20.

**THIS MODIFICATION OF MORTGAGE** dated April 15, 2025, is made and executed between Thomas Crenshaw Howell and Terri Lea Ward Howell, not personally but as Trustees on behalf of Howell Family Trust dated November 2, 2012, and any amendments thereto (the "Trust"), whose address is 105 Lake Circle, Wilsonville, AL 35186 (referred to below as "Grantor") and Renasant Bank, whose address is 106 E College St, Columbiana, AL 35051 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated August 3, 2022 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded on 08/09/2022 # 20220809000311470 .

**REAL PROPERTY DESCRIPTION.** The Mortgage covers the following described real property located in Shelby County, State of Alabama:

Lot 12, According to "Walter Cove", First Sector, as Shown by Subdivision Map Recorded in Map Book 5, Page 22, in the Probate Office of Shelby County, Alabama; being Situated in Shelby County, Alabama.

The Real Property or its address is commonly known as 105 Lake Circle, Wilsonville, AL 35186.

**MODIFICATION.** Lender and Grantor hereby modify the Mortgage as follows:

Increase Maximum Principal Indebtedness from \$125,527.80 to \$327,366.00.

The Maturity Date of the Note has been extended to 04/25/2035.

**CONTINUING VALIDITY.** Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorser to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification 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.

**RECORDATION TAX.** A RECORDATION TAX WAS PREVIOUSLY PAID ON THE MAXIMUM PRINCIPAL INDEBTEDNESS STATED IN THE MORTGAGE. THIS MODIFICATION IS EXEMPT FROM THE RECORDATION TAX EXCEPT TO THE EXTENT OF THE INCREASE OF THE MAXIMUM PRINCIPAL INDEBTEDNESS STATED HEREIN IF ANY. THE RECORDING TAX DUE ON THE INCREASE IN SUCH MAXIMUM PRINCIPAL INDEBTEDNESS (TO THE EXTENT ANY IS SHOWN IN THE MODIFICATION SECTION ABOVE) IS TENDERED WITH THIS MODIFICATION.

**MISCELLANEOUS TERMS.** This Modification is intended to be a modification only and not a discharge or novation of the Mortgage or the Note secured thereby, and is not intended to, and shall not in any manner, impair the lien or affect the validity or priority of the Mortgage as security for the Note or any and all other indebtedness secured thereby whether incurred, advanced or otherwise arising before or after the date of this Modification. The Mortgage is extended to and shall continue to secure the Note as previously, contemporaneously or hereafter renewed, extended, refinanced and/or modified, regardless of whether such renewal, extension, refinancing or modification is evidenced by a further modification or amendment of the Mortgage. References to the dollar amount of the Note or other indebtedness secured by the Mortgage is not intended to limit the indebtedness secured by the Mortgage and such stated amounts do not necessarily include the following types of indebtedness which are also secured by the Mortgage: (a) interest, collection expenses, attorney fees and other fees and charges previously or hereafter made, incurred or accruing under the terms of the Note and/or Mortgage, as renewed, extended, refinanced and/or modified, (b) advances previously or hereafter made under the terms of the Mortgage to protect the real property covered by the Mortgage and/or to perform any of the covenants contained in the Mortgage including, without limitation, advances for preservation, protection, improving, or insuring such real property or the priority of the Mortgage, and/or (c) any other existing or hereafter incurred indebtedness which may be secured by the Mortgage under the terms thereof. The inclusion of any such stated dollar amounts herein shall not limit, impair or affect the terms of the Note.

Grantor warrants that Grantor is lawfully seized of the estate conveyed by the Mortgage and has the right to grant, bargain, convey, sell and





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**MODIFICATION OF MORTGAGE  
(Continued)**

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mortgage the real and/or personal property described in the Mortgage. Grantor agrees to execute any additional documents that Lender may request in connection with this Modification.

All descriptive terms not otherwise defined in this Modification shall (a) take their normal and customary meaning irrespective as to how such terms were referenced in other agreements associated with the Note and/or Mortgage, and (b) be construed to afford Lender with all rights and remedies intended by the Mortgage to the greatest possible extent.

The Lender in the Mortgage may be referenced to be Renasant Bank or Heritage Bank, in which case it should be noted that Renasant Bank is the successor in interest to such entities by reason of its merger with and into Renasant Bank. "Lender" and "Grantor", as used herein, are identified in the first paragraph above and in the signature lines below.

**WAIVER.** AS OF THE DATE OF THIS MODIFICATION, GRANTOR WAIVES ALL KNOWN AND UNKNOWN, ABSOLUTE AND CONTINGENT, CLAIMS, DEFENSES, SETOFFS OR COUNTERCLAIMS AGAINST THE (A) PAYMENT OF THE NOTE OR THE ENFORCEABILITY OF THE MORTGAGE, AND/OR (B) LENDER OR ITS SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS. GRANTOR ACKNOWLEDGES RECEIPT OF AN EXACT COPY OF THIS MODIFICATION AND THAT GRANTOR HAS READ, UNDERSTANDS AND AGREES TO THE TERMS OF HEREOF.

**RECORDATION TAX.** A RECORDATION TAX WAS PREVIOUSLY PAID ON THE MAXIMUM PRINCIPAL INDEBTEDNESS STATED IN THE MORTGAGE. THIS MODIFICATION IS EXEMPT FROM THE RECORDATION TAX EXCEPT TO THE EXTENT OF THE INCREASE OF THE MAXIMUM PRINCIPAL INDEBTEDNESS STATED HEREIN IF ANY. THE RECORDING TAX DUE ON THE INCREASE IN SUCH MAXIMUM PRINCIPAL INDEBTEDNESS (TO THE EXTENT ANY IS SHOWN IN THE MODIFICATION SECTION ABOVE) IS TENDERED WITH THIS MODIFICATION.

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Grantor warrants that Grantor is lawfully seized of the estate conveyed by the Mortgage and has the right to grant, bargain, convey, sell and mortgage the real and/or personal property described in the Mortgage. Grantor agrees to execute any additional documents that Lender may request in connection with this Modification.

All descriptive terms not otherwise defined in this Modification shall (a) take their normal and customary meaning irrespective as to how such terms were referenced in other agreements associated with the Note and/or Mortgage, and (b) be construed to afford Lender with all rights and remedies intended by the Mortgage to the greatest possible extent.

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**WAIVER.** AS OF THE DATE OF THIS MODIFICATION, GRANTOR WAIVES ALL KNOWN AND UNKNOWN, ABSOLUTE AND CONTINGENT, CLAIMS, DEFENSES, SETOFFS OR COUNTERCLAIMS AGAINST THE (A) PAYMENT OF THE NOTE OR THE ENFORCEABILITY OF THE MORTGAGE, AND/OR (B) LENDER OR ITS SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS. GRANTOR ACKNOWLEDGES RECEIPT OF AN EXACT COPY OF THIS MODIFICATION AND THAT GRANTOR HAS READ, UNDERSTANDS AND AGREES TO THE TERMS OF HEREOF.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED APRIL 15, 2025.**

**THIS MODIFICATION IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MODIFICATION IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.**

**GRANTOR:**

HOWELL FAMILY TRUST DATED NOVEMBER 2, 2012, AND ANY AMENDMENTS THERETO (THE "TRUST")

By: Thomas Crenshaw Howell (Seal)  
Thomas Crenshaw Howell, Trustee of Howell Family  
Trust dated November 2, 2012, and any  
amendments thereto (the "Trust")

By: Terri Lea Ward Howell (Seal)  
Terri Lea Ward Howell, Trustee of Howell Family  
Trust dated November 2, 2012, and any  
amendments thereto (the "Trust")

**LENDER:**

**RENASANT BANK**

x Carl Davis (Seal)  
Authorized Signer

MODIFICATION OF MORTGAGE  
(Continued)

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This Modification of Mortgage prepared by:

Name: Carl Orso  
Address: 106 E College St  
City, State, ZIP: Columbiana, AL 35051



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TRUST ACKNOWLEDGMENT

STATE OF Alabama )  
 ) SS  
COUNTY OF Shelby )

Geneva Johnson  
Notary Public  
Alabama State at Large  
My Comm. Expires 10/18/2025

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Thomas Crenshaw Howell, Trustee of Howell Family Trust dated November 2, 2012, and any amendments thereto (the "Trust"), a trust, is signed to the foregoing Modification and who is known to me, acknowledged before me on this day that, being informed of the contents of said Modification of Mortgage, he or she, as such authorized trustee or agent and with full authority, executed the same voluntarily for and as the act of said trust.

Given under my hand and official seal this 15<sup>th</sup> day of April, 2025.

Geneva Johnson  
Notary Public

My commission expires 10/16/25

TRUST ACKNOWLEDGMENT

STATE OF Alabama )  
 ) SS  
COUNTY OF Shelby )

Geneva Johnson  
Notary Public  
Alabama State at Large  
My Comm: Expires 10/18/2025

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Terri Lea Ward Howell, Trustee of Howell Family Trust dated November 2, 2012, and any amendments thereto (the "Trust"), a trust, is signed to the foregoing Modification and who is known to me, acknowledged before me on this day that, being informed of the contents of said Modification of Mortgage, he or she, as such authorized trustee or agent and with full authority, executed the same voluntarily for and as the act of said trust.

Given under my hand and official seal this 15 day of April, 2025.

Geneva Johnson  
Notary Public

My commission expires 10/16/25

LENDER ACKNOWLEDGMENT

STATE OF Alabama )  
 ) SS  
COUNTY OF Shelby )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that \_\_\_\_\_ whose name as \_\_\_\_\_ of Renasant Bank is signed to the foregoing Modification and who is known to me, acknowledged before me on this day that, being informed of the contents of the Modification of Mortgage, he or she, in his or her capacity as such \_\_\_\_\_ of Renasant Bank, executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 15<sup>th</sup> day of April, 2025.

Geneva Johnson  
Notary Public

My commission expires 10/16/25





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### **EXHIBIT A**

LOT 12, ACCORDING TO "WALTER COVE", FIRST SECTOR, AS SHOWN BY SUBDIVISION MAP RECORDED IN MAP BOOK 5, PAGE 22, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA.