

20250429000126630 1/5 \$35.00 Shelby Cnty Judge of Probate, AL 04/29/2025 09:25:36 AM FILED/CERT

This Instrument was prepared by:

Dennis P. Schwartz, Attorney Schwartz Manente, PLLC 1446 Heritage Drive McKinney, Texas 75069 972-562-1966

Return To: RENASANT BANK 2001 PARK PLACE NORTH, SUITE 150 BIRMINGHAM, AL 35203

Original Maximum Principal Indebtedness for Alabama recording tax purposes was \$338,000.00 on which recording taxes were paid.

Loan Number: 1231071737

## CONSTRUCTION AND PERMANENT LOAN MODIFICATION AGREEMENT

(Providing for Change in Construction Term and Adjustable Rate)

This Construction Loan Modification Agreement ("Agreement"), made this 23<sup>rd</sup> day of APRIL, 2025 but to be effective APRIL 22, 2025 between ROBYN KELLER AND SCOTT KELLER WIFE AND HUSBAND ("Borrower"), and RENASANT BANK, A MISSISSIPPI CORPORATION ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Istrument"), dated APRIL 22, 2024 and recorded in/under DOCUMENT 20240424060119360, OFFICIAL RECORDS of SHELBY County, ALABAMA, and (2) the Promissory Note (the "Note") in the amount of \$338,000.00 bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at 2697 HIGHWAY 39, CHELSEA, ALABAMA 35043 the real property described being set forth as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

## 20250429000126630 04/29/2025 09:25:36 AM MORTAN

20250429000126630 2/5:\$35.00 Shelby Cnty Judge of Probate, AL 04/29/2025 09:25:36 AM FILED/CERT

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note, Security Instrument or Modification):

- 1. As of APRIL 22, 2025, the amount payable under the Note and the Security Instrument is U.S. \$338,000.00 (this amount is called "Principal"), plus interest.
- 2. The Original Construction Period was for a term of 12 months and scheduled for a Completion Date of APRIL 22, 2025. Borrower and Lender hereby agree to extend the Construction Period for an additional 6 months to end on OCTOBER 22, 2025, unless Lender in its sole discretion extends that date. Borrower promises to pay Lender interest payments on the outstanding principal balance Of funds withdrawn from the construction account as agreed to in the original Note.
- 3. At the end of the extended construction period, the Borrower promises to make monthly payments of principal and interest of U.S. \$2,402.95 beginning on the 22<sup>th</sup> day of NOVEMBER, 2025 and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full.
- 4. The interest rate the Borrower will pay will change on the 22<sup>nd</sup> day of OCTOBER, 2032 (the "Change Date") and thereafter in accordance with the terms of the original Note and [Fixed/]Adjustable Rate Rider. All the terms and provisions of Section 4 of the Note and any Adjustable Rate Rider attached to the Security Instrument providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note and any change or adjustment in the payments due and payable under the Note shall be and remain in full force and effect.
- 5. If on MAY 6, 2055 (the "Maturity Date"), Borrower still owes amounts under the Note and Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.
- 6. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

## 20250429000126630 04/29/2025 09:25:36 AM MORTAMEN

20250429000126630 3/5 \$35.00 Shelby Cnty Judge of Probate, AL 04/29/2025 09:25:36 AM FILED/CERT

Executed this Hay of APRIL, 2025

The Hill	
ROBYNKELLER	SCOTT KELLER
STATE OF ALAVAMA §	
County of URHLYSON §	
AND SCOTT KELLER, known to	s day personally appeared ROBYN KELLER me (or proved to me on the oath of or through
subscribed to the foregoing instrument and	to be the persons whose names are dacknowledged to me that they executed the herein expressed and in the capacities therein
Given under my hand and sea	al of office this <u>24+11</u> day of
(Seal)  NOTARY  PUBLIC	Notary Public Manual Ma

20250429000126630 04/29/2025 09:25:36 AM MORTAMEN 4/5

20250429000126630 4/5 \$35.00 Shelby Cnty Judge of Probate, AL 04/29/2025 09:25:36 AM FILED/CERT

Executed this 23rd day of APRIL, 2025

RENASANT BANK

y: Mailing Smul								
rinted Name: <u>Martin Smith</u>				7				
itle: <u>Vice President</u>				•		•		•
				•		-	•.	• -
STATE OF <u>Alabama</u>	§				3	•		
County of <u>Jefferson</u>	§		•				•	
Martin Smith	dersigned,		Vice	Presid	dent_	sonally		
of RENASANT BANK, kno	or through					)	to be	tne
person whose name is subscribed that (s)he executed the same for the capacity therein stated.	i to the fores	going	instrum onsidera	ent a	nd ac	knowl in exp	edged to ressed an	me d in
·								
Given under my hand April , 2025.	and seal	of of	fice thi	s	23ı	<u>.d</u>	day	of

LOAN ORIGINATION ORGANIZATION: RENASANT BANK

NMLS ID: 402669

LOAN ORIGINATOR: CHARLES BATES

NMLS ID: 506254

20250429000126630 04/29/2025 09:25:36 AM MORTAMEN 5/5



20250429000126630 5/5 \$35.00 Shelby Cnty Judge of Probate, AL 04/29/2025 09:25:36 AM FILED/CERT

## EXHIBIT A

LOT 2-A, ACCORDING TO THE RESUBDIVISION OF LOT 2, YELLOWLEAF SUBDIVISION, AS RECORDED IN MAP BOOK 21, PAGE 15, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk

alling 5. Buyl