

RECORDATION REQUESTED BY:

Trustmark National Bank
Birmingham Private Banking
420 20th St N, Ste 2000
Birmingham, AL 35203

WHEN RECORDED MAIL TO:

Trustmark National Bank
Attn: Loan Operations
P. O. Box 1182
Jackson, MS 39215-1182

SEND TAX NOTICES TO:

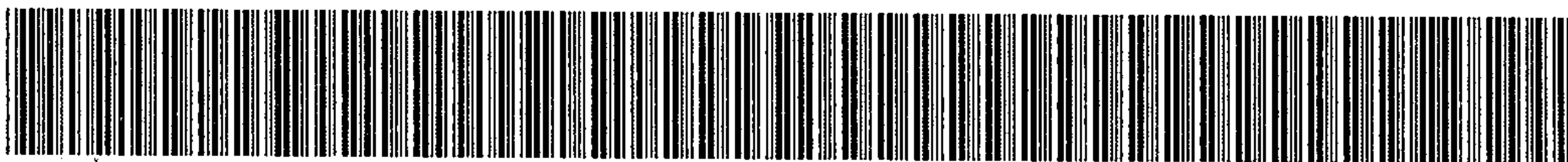
Brian L. Smith
Jennifer T. Smith
2112 Springstone Cir.
Leeds, AL 35094



20250818000252160 1/5 \$919.25
Shelby Cnty Judge of Probate, AL
08/18/2025 11:16:39 AM FILED/CERT

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE



L-9040-A050827508000-F0000000000000000-P01

THIS MODIFICATION OF MORTGAGE dated June 27, 2025, is made and executed between Brian L. Smith and Jennifer T. Smith; Husband and Wife (referred to below as "Grantor") and Trustmark National Bank, whose address is 420 20th St N, Ste 2000, Birmingham, AL 35203 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated September 17, 2020 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded October 20, 2020 in the records of the Office of the Judge of Probate of Shelby County, Alabama in Instrument Number 20201020000475810.

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

SEE EXHIBIT "A", WHICH IS ATTACHED TO THIS MORTGAGE AND MADE A PART OF THIS MORTGAGE AS IF FULLY SET FORTH HEREIN

MAXIMUM LIEN. THE LIEN OF THIS MORTGAGE SHALL NOT EXCEED AT ANY ONE TIME \$589446.92, PLUS INTEREST, FEES, EXPENSES, CHARGES, AND COSTS INCURRED BY LENDER TO ENFORCE MORTGAGE AND RELATED LOAN DOCUMENTS AND PROTECT LENDER'S SECURITY INTEREST IN THE COLLATERAL.

The Real Property or its address is commonly known as 2112 Springstone Cir., Leeds, AL 35094.

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

The maturity date of the Agreement will be extended to June 27, 2026.

The word Credit Agreement shall be replaced by and intended to mean Note.

The word Credit Agreement's shall be replaced by and intended to mean Note's.

The paragraph entitled **Revolving Line of Credit** shall be deleted in its entirety.

In the paragraph entitled **Cross-Collateralization** the words "either", "or Borrower", "Borrower and" and "Borrower or" shall be deleted.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

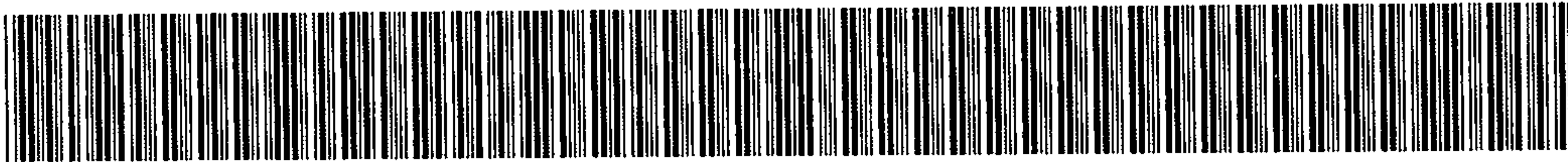
The language in the paragraph entitled **PAYMENT AND PERFORMANCE** shall be deleted and replaced by the following language: Except as otherwise provided in this Deed of Trust, Grantor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Grantor's obligations under the Note, this Deed of Trust, and the Related Documents.

The language in the paragraph entitled **POSSESSION AND MAINTENANCE OF THE PROPERTY** shall be deleted and replaced by the following language: Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

In the subparagraph **Maintenance of Insurance** in the paragraph entitled **PROPERTY DAMAGE INSURANCE** the statement "maximum amount of Borrower's credit line and the" shall be deleted.

In the subparagraph **Survival of Promises** in the paragraph entitled **WARRANTY; DEFENSE OF TITLE** the word "Borrower's" shall be deleted.

In the subparagraph **Taxes** in the paragraph entitled **IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES** the



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MODIFICATION OF MORTGAGE (Continued)

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word "Borrower" shall be deleted.

In the subparagraph **Further Assurances** in the paragraph entitled **FURTHER ASSURANCES; ATTORNEY-IN-FACT** the words "Borrower's and" shall be deleted.

The following language in the paragraph entitled **FULL PERFORMANCE** shall be deleted: "Borrower and", "pay", "terminates the credit line account" and "Grantor".

The language in the paragraph entitled **EVENTS OF DEFAULT** shall be deleted and replaced by the following language:

"At Lender's option, Grantor will be in default under this Deed of Trust if any of the following happen:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Default on Other Payments. Failure of Grantor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Break Other Promises. Grantor breaks any promise made to Lender or fails to perform promptly at the time and strictly in the manner provided in this Deed of Trust or in any agreement related to this Deed of Trust.

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

Default in Favor of Third Parties. Should Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's ability to repay the Indebtedness or perform their respective obligations under this Deed of Trust or any of the Related Documents.

False Statements. Any representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Deed of Trust or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished.

Defective Collateralization. This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The death of Grantor, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Taking of the Property. Any creditor or governmental agency tries to take any of the Property or any other of Grantor's property in which Lender has a lien. This includes taking of, garnishing of or levying on Grantor's accounts with Lender. However, if Grantor disputes in good faith whether the claim on which the taking of the Property is based is valid or reasonable, and if Grantor gives Lender written notice of the claim and furnishes Lender with monies or a surety bond satisfactory to Lender to satisfy the claim, then this default provision will not apply.

Breach of Other Agreement. Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Insecurity. Lender in good faith believes itself insecure.

The following language in the subparagraph **Accelerate Indebtedness** in the paragraph entitled **Rights and Remedies on Default** shall be added: ", including any prepayment penalty which Grantor would be required to pay" and the following words shall be deleted: "Borrower or" and the following words in the subparagraph **Collect Rents** "Borrower or" shall be deleted and the following words in the subparagraph **Tenancy at Sufferance** "Borrower or" shall be deleted and the following words in the subparagraph **Sale of the Property** "Borrower and" shall be deleted.

The following paragraph shall be added:

Future Advances. Specifically, without limitation, this Deed of Trust secures, in addition to the amounts specified in the Note, all future amounts Lender in its discretion may loan to Borrower and/or Grantor, together with all interest thereon.

The following language in the subparagraph **Joint and Several Liability** in the paragraph entitled **MISCELLANEOUS PROVISIONS** shall be deleted: "Borrower and" and ", and all references to Borrower shall mean each and every Borrower".

The subparagraph **Credit Agreement** in the paragraph entitled **Definitions** shall be deleted in its entirety.

The following subparagraphs shall be added to the paragraph entitled **DEFINITIONS**:

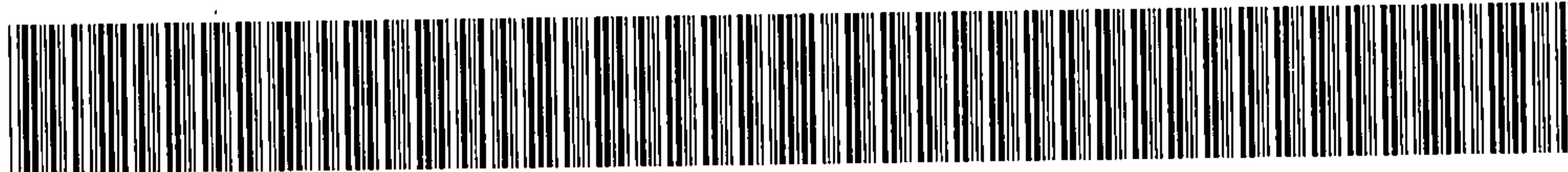
Guaranty. The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

Note. The word "Note" means the promissory note dated June 27, 2025 in the original principal amount of **\$589,446.92** from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of the Note is June 27, 2026.

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



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MODIFICATION OF MORTGAGE (Continued)

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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.

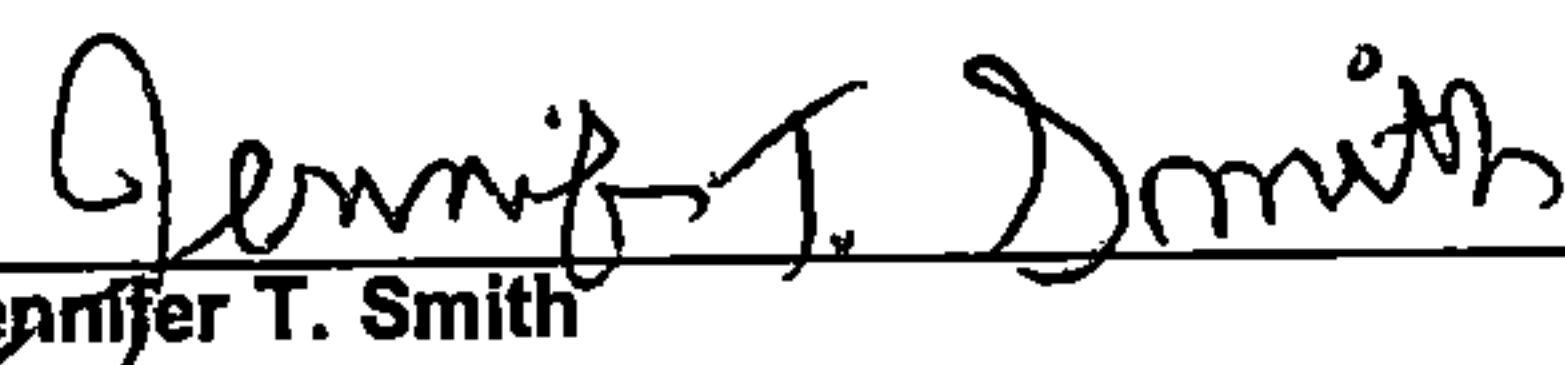
TAX AND INSURANCE RESERVES. Subject to any limitations and consistent with any requirements set by applicable law, Lender may require Grantor to maintain with Lender reserves for payment of annual taxes, assessments, and insurance premiums, which reserves shall be created by an initial deposit and subsequent monthly payments, or payments at such other interval as payments under the Note may be due, of a sum estimated by Lender to be sufficient to pay the total annual taxes, assessments, and insurance premiums Lender reasonably anticipates to be paid from these reserves. The reserve funds shall be held by Lender as a general deposit from Grantor, which Lender may satisfy by payment of the taxes, assessments, and insurance premiums required to be paid by Grantor as they become due. Lender shall have the right to draw upon the reserve funds to pay such items, and Lender shall not be required to determine the validity or accuracy of any item before paying it. Nothing in the Mortgage shall be construed as requiring Lender to advance other monies for such purposes, and Lender shall not incur any liability for anything it may do or omit to do with respect to the reserve account. Subject to any limitations set by applicable law, if the reserve funds disclose a shortage or deficiency, Grantor shall pay such shortage or deficiency as required by Lender. If Lender discovers that the payments into the reserve account have produced a surplus beyond the annual amounts due to be paid from the reserve funds by more than the cushion permitted by applicable law, but a payment on the Note has not been received within 30 days of the payment due date, Lender may retain the excess funds. All amounts in the reserve account are hereby pledged to further secure the indebtedness, and Lender is hereby authorized to withdraw and apply such amounts on the indebtedness upon the occurrence of an Event of Default. Lender shall not be required to pay any interest or earnings on the reserve funds unless required by law or agreed to by Lender in writing. Lender does not hold the reserve funds in trust for Grantor, and Lender is not Grantor's agent for payment of the taxes and assessments required to be paid by Grantor.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JUNE 27, 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.

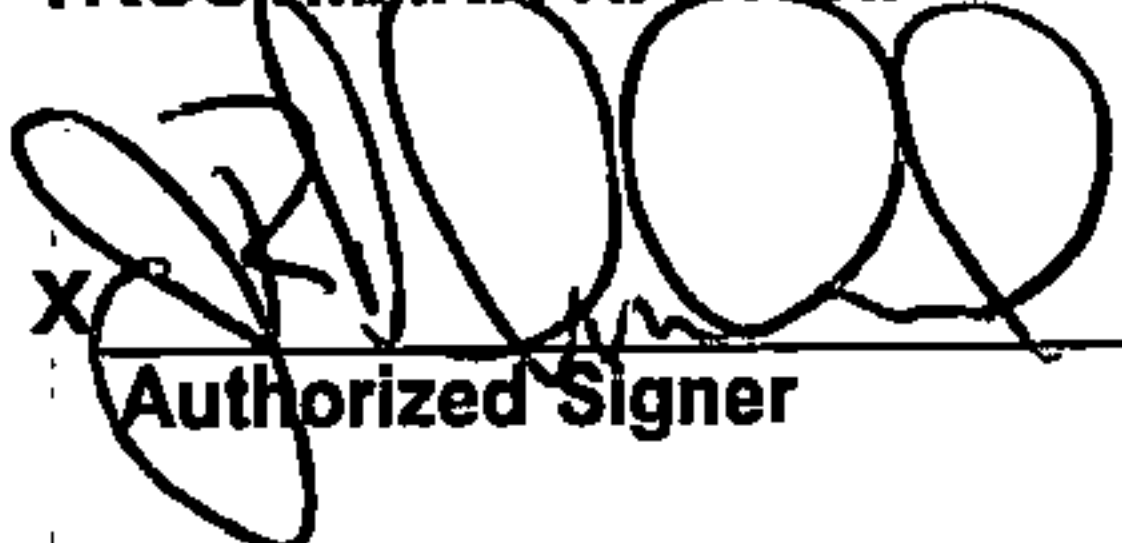
GRANTOR:

X  (Seal)
Brian L. Smith

X  (Seal)
Jennifer T. Smith

LENDER:

TRUSTMARK NATIONAL BANK

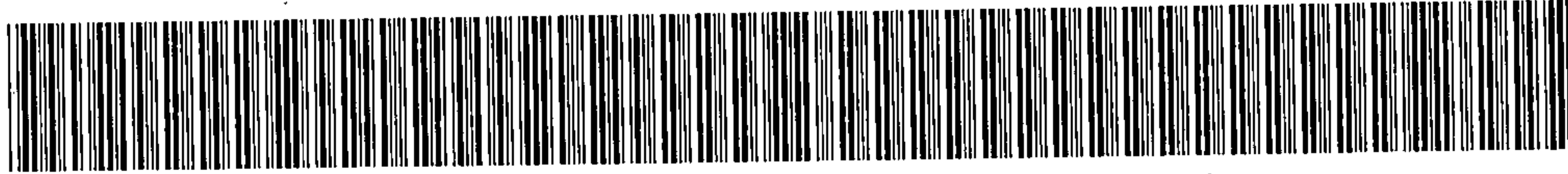
X  (Seal)
Authorized Signer



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This Modification of Mortgage prepared by:

Name: John Ireland, Private Bank Relation Mgr. III
Address: 420 20th St N, Ste 2000
City, State, ZIP: Birmingham, AL 35203



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**MODIFICATION OF MORTGAGE
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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama

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COUNTY OF Jefferson

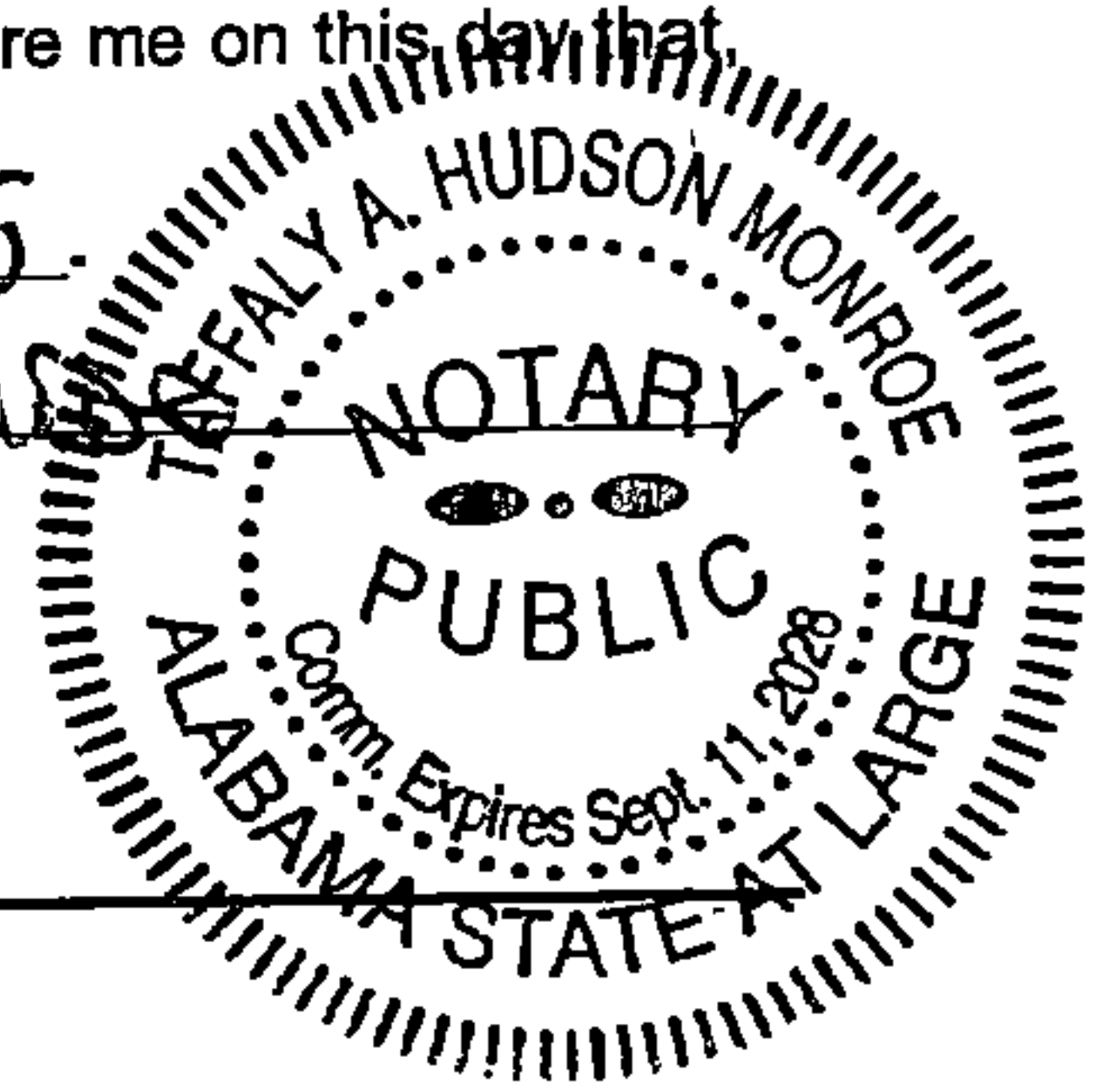
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08/18/2025 11:16:39 AM FILED/CERT

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **Brian L. Smith and Jennifer T. Smith, Husband and Wife**, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of said Modification, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 27th day of June, 2025.

Taffaly A. Hudson
Notary Public

My commission expires 9/11/2028



LENDER ACKNOWLEDGMENT

STATE OF Alabama

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) SS
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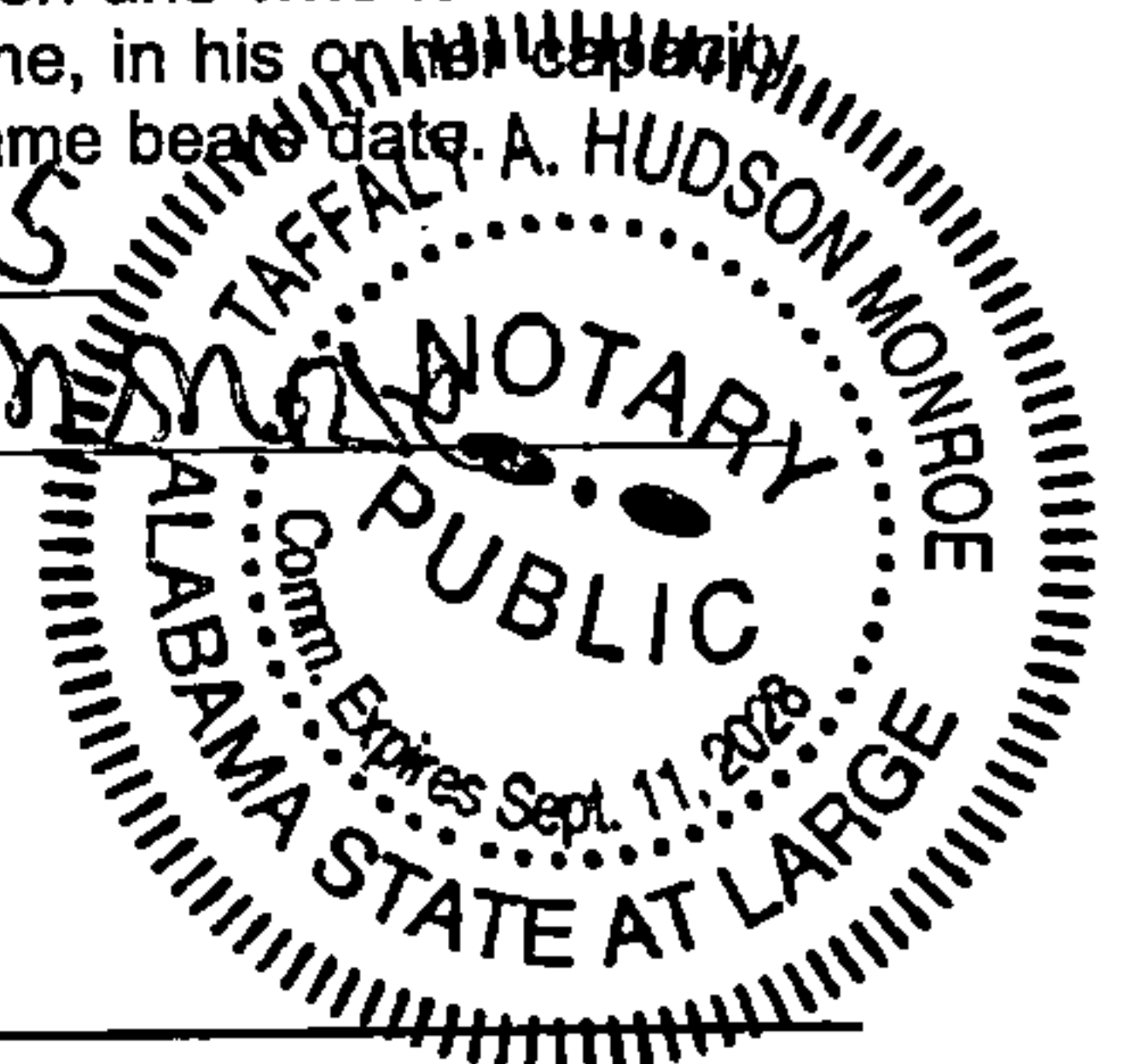
COUNTY OF Jefferson

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that John Ireland whose name as John Ireland of Trustmark National 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 Senior Private Banker of Trustmark National Bank, executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 27th day of June, 2025.

Taffaly A. Hudson
Notary Public

My commission expires 9/11/2028



Originator Names and Nationwide Mortgage Licensing System and Registry IDs:

Organization: Trustmark National Bank

NMLSR ID: 449605

Individual: John Robert Ireland

NMLSR ID: 512452

EXHIBIT "A"



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Shelby Cnty Judge of Probate, AL
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I, CHARLES R. HATCHER, A REGISTERED LAND SURVEYOR IN THE STATE OF ALABAMA, DO HEREBY CERTIFY THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE STATE OF ALABAMA TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

THIS IS A SURVEY FOR A PARCEL OF LAND SITUATED PARTLY IN THE SOUTHWEST QUARTER AND PARTLY IN THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 18 SOUTH, RANGE 1 WEST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 18 SOUTH, RANGE 1 WEST AND RUN ALONG THE EAST LINE OF SAID QUARTER S 00 16'48" E 416.39 FT. TO THE POINT OF BEGINNING; THENCE RUN N 80 08'40" W 166.88 FT.; THENCE RUN N 48 50'09" W 167.00 FT.; THENCE RUN S 55 17'52" W 471.91 FT. TO THE CENTER OF A CUL-DE-SAC (55 FT. RADIUS) AND THE CENTERLINE OF A 60 FT. INGRESS-EGRESS AND UTILITY EASEMENT; THENCE RUN ALONG THE CENTERLINE OF SAID EASEMENT THE FOLLOWING COURSES: S 37 48'46" W 202.08 FT. TO THE POINT OF A CURVE TO THE LEFT HAVING A DELTA OF 22 03'38" AND A RADIUS OF 436.04 FT.; THENCE RUN ALONG THE ARC OF SAID CURVE 167.89 FT. (CB = S 26 47'07" W, C = 166.85 FT.); THENCE RUN S 15 45'17" W 109.11 FT. TO THE POINT OF A CURVE TO THE RIGHT HAVING A DELTA OF 11 53'09" AND A RADIUS OF 672.43 FT.; THENCE RUN S 27 48'57" W 304.81 FT. SAID CURVE 139.49 FT. (CB = S 21 41'53" W, C = 139.24 FT.); THENCE RUN S 49 16'54" E 511.92 FT.; THENCE RUN N 64 01'57" E 94.34 FT.; THENCE RUN N 71 30'30" E 84.56 FT.; THENCE RUN N 53 27'24" E 82.06 FT.; THENCE RUN N 32 58'01" E 71.94 FT.; THENCE RUN S 76 36'13" E 767.00 FT.; THENCE RUN N 02 11'44" W 189.02 FT.; THENCE RUN N 02 19'43" W 420.79 FT.; THENCE RUN N 01 17'23" W 291.89 FT.; THENCE RUN N 89 41'56" W 270.50 FT. TO THE EAST LINE OF SAID QUARTER; THENCE RUN ALONG SAID LINE N 00 16'48" W 375.00 FT. TO THE POINT OF BEGINNING. X

CONTAINING 30.21 ACRES MORE OR LESS.

BEARINGS ASSUMED FROM DEED RECORDS.

ALSO INCLUDED IS A 60 FT. INGRESS-EGRESS AND UTILITY EASEMENT THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 18 SOUTH, RANGE 1 WEST AND RUN ALONG THE SOUTH LINE OF SAID SECTION N 88 21'32" E 84.90 FT. TO THE NORTHWESTERLY RIGHT-OF-WAY (80 FT. ROW) OF SHELBY COUNTY HIGHWAY 41, SAID POINT BEING ON A CURVE TO THE LEFT HAVING A DELTA OF 04 09'11" AND A RADIUS 3040.00 FT.; THENCE RUN ALONG THE ARC OF SAID CURVE 220.35 FT. (CB = S 44 24'01" W, C = 220.30 FT.); THENCE RUN S 43 15'56" W 131.25 FT. TO THE CENTERLINE OF SAID EASEMENT; THENCE RUN ALONG SAID CENTERLINE THE FOLLOWING COURSES: N 46 16'20" W 136.91 FT. TO THE P.C. OF A CURVE TO THE RIGHT HAVING A DELTA OF 10 30'19" AND A RADIUS OF 963.59 FT.; THENCE RUN ALONG THE ARC OF SAID CURVE 179.48 FT. (CB = N 40 56'10" W, C = 179.22 FT.); THENCE RUN N 35 36'01" W 108.39 FT. TO THE P.C. OF A CURVE TO THE LEFT HAVING A DELTA OF 02 48'58" AND A RADIUS OF 181.43 FT.; THENCE RUN ALONG THE ARC OF SAID CURVE 262.25 FT. (CB = N 77 00'29" W, C = 240.01 FT.); THENCE RUN S 61 35'02" W 96.07 FT. TO THE P.C. OF A CURVE TO THE RIGHT HAVING A DELTA OF 26 54'16" AND A RADIUS OF 606.20 FT.; THENCE RUN ALONG THE ARC OF SAID CURVE 284.65 FT. (CB = S 75 02'09" W, C = 282.04 FT.); THENCE RUN S 88 29'17" W 663.59 FT. TO THE P.C. OF A CURVE TO THE RIGHT HAVING A DELTA OF 45 52'34" AND A RADIUS OF 118.15 FT.; THENCE RUN ALONG THE ARC OF SAID CURVE 94.60 FT. (CB = N 68 34'26" W, C = 92.09 FT.); THENCE RUN N 45 38'08" W 60.11 FT. TO THE POINT OF INTERSECTION WITH A SECONDARY 60 FT. INGRESS-EGRESS AND UTILITY EASEMENT; THENCE RUN ALONG THE CENTERLINE OF SAID EASEMENT THE FOLLOWING COURSES: N 34 20'16" E 741.48 FT. TO THE P.C. OF A CURVE TO THE LEFT HAVING A DELTA OF 15 18'06" AND A RADIUS OF 116.63 FT.; THENCE RUN ALONG THE ARC OF SAID CURVE 298.21 FT. (CB = N 26 41'13" E, C = 297.33 FT.); THENCE RUN N 19 02'10" E 33.26 FT. TO THE P.C. OF A CURVE TO THE RIGHT HAVING A DELTA OF 08 37'25" AND A RADIUS OF 1262.77 FT.; THENCE RUN ALONG THE ARC OF SAID CURVE 190.06 FT. (CB = N 22 54'11" E, C = 189.88 FT.); THENCE RUN N 27 48'57" E 174.24 FT. TO THE SOUTHWEST CORNER OF SAID PARCEL.

PARCEL ALSO SUBJECT TO A 60 FT. INGRESS-EGRESS AND UTILITY EASEMENT ALONG THE WESTERLY LINE OF SAID PARCEL WHICH IS DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF SAID PARCEL AND THE CENTERLINE OF SAID EASEMENT AND RUN N 27 48'57" E 304.81 FT. TO THE P.C. OF A CURVE TO THE LEFT HAVING A DELTA OF 11 53'09" AND A RADIUS OF 672.43 FT.; THENCE RUN ALONG THE ARC OF SAID CURVE 139.49 FT. (CB = N 21 41'53" E, C = 139.24 FT.); THENCE RUN N 15 45'17" E 109.11 FT. TO THE P.C. OF A CURVE TO THE RIGHT HAVING A DELTA OF 22 03'38" AND A RADIUS OF 436.04 FT.; THENCE RUN ALONG THE ARC OF SAID CURVE 167.89 FT. (CB = N 26 47'07" E, C = 166.85 FT.); THENCE RUN N 37 48'46" E 202.08 FT. TO THE RADIUS POINT (55 FT. RADIUS) OF A CUL-DE-SAC AND THE END OF SAID EASEMENT

SIGNED FOR IDENTIFICATION PURPOSES THIS 27th DAY OF JUNE, 2025.

Brian L. Smith

Jennifer T. Smith