

RECORDATION REQUESTED BY:

SouthPoint Bank
Commercial Lending
3501 Grandview Parkway
Birmingham, AL 35243



20251020000321200 1/3 \$103.00
Shelby Cnty Judge of Probate, AL
10/20/2025 11:15:29 AM FILED/CERT

WHEN RECORDED MAIL TO:

SouthPoint Bank
Commercial Lending
3501 Grandview Parkway
Birmingham, AL 35243

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE



000000001000031839074010072025

Notice: The original principal amount available under the Note (as defined below), which was \$400,000.00 (on which any required taxes already have been paid), now is increased by an additional \$50,000.00.

THIS MODIFICATION OF MORTGAGE dated October 7, 2025, is made and executed between VAN D OGBURN and BRIDGETT A OGBURN, whose address is 4516 Eagle Point Dr, Birmingham, AL 35242; MARRIED (referred to below as "Grantor") and SouthPoint Bank, whose address is 3501 Grandview Parkway, Birmingham, AL 35243 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated March 20, 2024 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

Mortgage dated 03/20/2024 and recorded in Shelby Co Probate Office Instrument Number: 20240328000085290.

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

LOT 4, ACCORDING TO THE SURVEY OF EAGLE POINT, 1ST SECTOR, PHASE 1, AS RECORDED IN MAP BOOK 14, PAGE 114 A & B, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

The Real Property or its address is commonly known as 4516 EAGLE POINT DRIVE, BIRMINGHAM, AL 35242.

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

INCREASE THE ORIGINAL MORTGAGE AMOUNT FROM \$400,000.00 TO \$450,000.00 BY EXECUTING THIS AMENDMENT TO MORTGAGE, THE TOTAL PRINCIPAL AMOUNT SECURED BY THE SECURITY INSTRUMENT AT ANY ONE TIME WILL NOT EXCEED \$450,000.00 WHICH IS A \$50,000.00 INCREASE TO THE TOTAL PRINCIPAL AMOUNT SECURED.

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 endorsers 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.

Loan No: 1000031839

MODIFICATION OF MORTGAGE
(Continued)

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GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED OCTOBER 7, 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 *Van D Ogburn*
VAN D OGBURN

(Seal)

X *Bridgett A Ogburn*
BRIDGETT A OGBURN

(Seal)

LENDER:

SOUTHPOINT BANK

X *Michelle S Kimbrough*
Michelle S Kimbrough, Vice President

(Seal)

This Modification of Mortgage prepared by:

Name: HOLLY SANDERSON, LOAN SPECIALIST
Address: 900 2ND AVE SW
City, State, ZIP: CULLMAN , AL 35055

INDIVIDUAL ACKNOWLEDGMENT

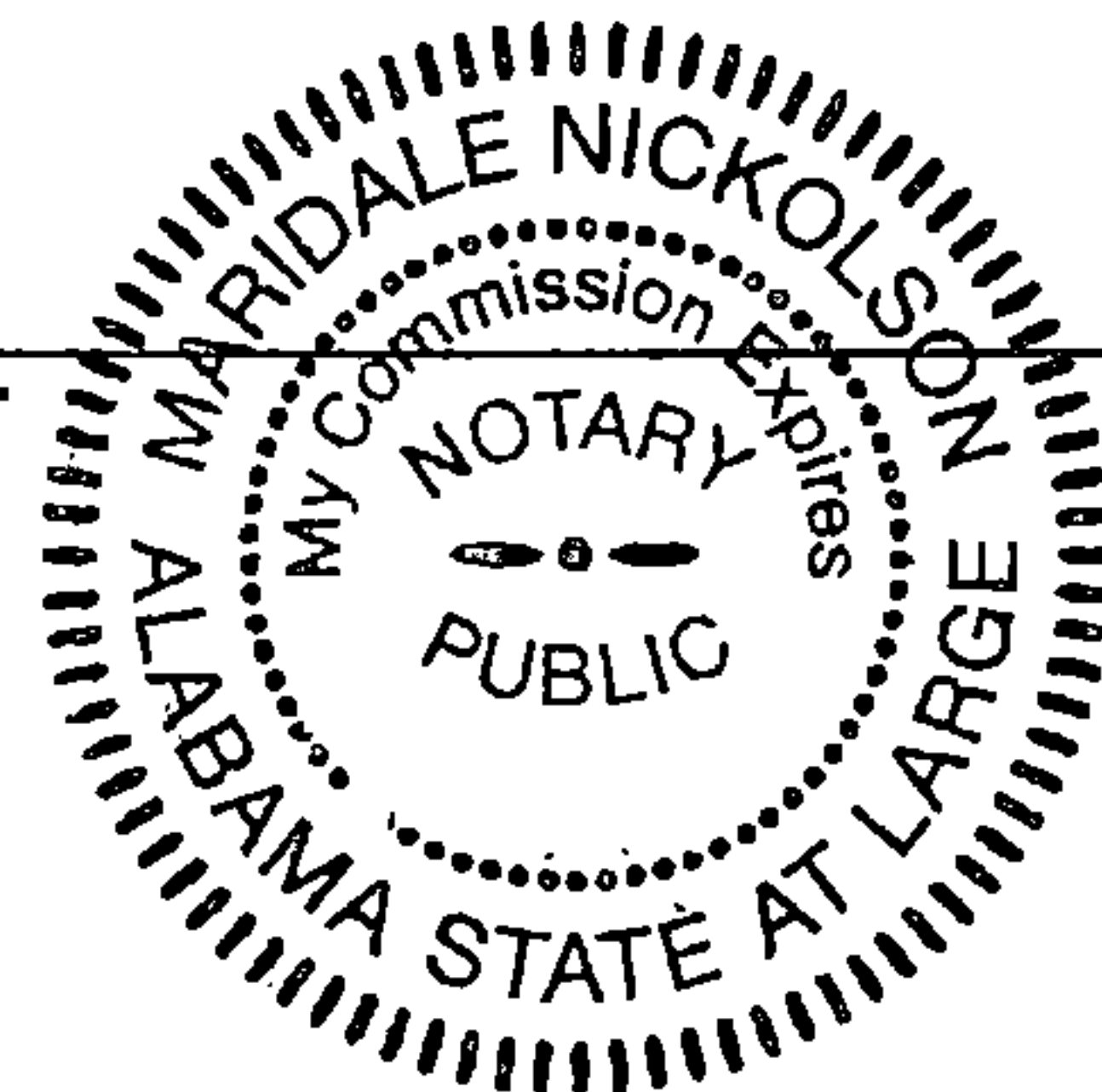
STATE OF Alabama

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COUNTY OF Jefferson

) SS

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I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that VAN D OGBURN and BRIDGETT A OGBURN, 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 7th day of October, 2025
Maridale Nickolson
Notary Public

My commission expires 3/24/27

MODIFICATION OF MORTGAGE
(Continued)

LENDER ACKNOWLEDGMENT

STATE OF Alabama

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) SS

COUNTY OF Cullman

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20251020000321200 3/3 \$103.00
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I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Michelle S Kimbrough whose name as Vice President of SouthPoint 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 Vice President of SouthPoint Bank, executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 7th day of October, 20 25.

Notary Public

My commission expires May 14, 2028

