20251021000322780 10/21/2025 11:04:05 AM MORTAMEN 1/3

THIS INSTRUMENT PREPARED BY:

Bank of Springfield Loan Documentation Janel Gallaher Loan Documentation Specialist P.O. Box 19301, Springfield, IL 62794-9301

AFTER RECORDING RETURN TO:

Bank of Springfield Bank of Springfield Loan Documentation P.O. Box 19301, Springfield, IL 62794-9301

(Space Above This Line For Recording Data)

## \*The current pringipal balance of the loan is \$132,930.56 for recording tax purposes.\* MODIFICATION AGREEMENT - MORTGAGE

THIS MODIFICATION AGREEMENT ("Agreement") is made this 30th day of July, 2025, between George Kauffman a/k/a George P. Kauffman III and Barbara A. Kauffman, husband and wife ("Mortgagor"), and Bank of Springfield, which is organized and existing under the laws of the State of Illinois and whose address is PO Box 19301, Springfield, Illinois 62794 ("Lender").

Bank of Springfield and Mortgagor entered into a Mortgage dated July 12, 2021 and recorded on July 27, 2021, filed for record in the records of the County of Shelby, State of Alabama with Instrument Number 20210727000362530 ("Mortgage"). The Mortgage covers the following described real property:

Address: 207 Red Bay Dr, Alabaster, Alabama 35114-4945

Legal Description: Lot 52, according to the Survey of Lake Forest, Sixth Sector, as recorded in Map Book 36, page 35 A & B, in the Probate Office of Shelby County, Alabama.

Parcel ID/Sidwell Number: 23-2-09-0-009-052.000

It is the express intent of the Mortgagor and Lender to modify the terms and provisions set forth in the Mortgage. Mortgagor and Lender hereby agree to modify the Mortgage as follows:

• The maturity date is hereby extended to August 5, 2040.

Mortgagor and Lender agree that the Mortgage including such changes, modifications, and amendments as set forth herein, shall remain in full force and effect with respect to each and every term and condition thereof and nothing herein contained shall in any manner affect the lien of the Mortgage on the Property. Nothing contained herein shall in any way impair the Mortgage or the security now held for the indebtedness thereunder, or alter, waive, annul, vary, or affect any provision, term, condition, or covenant therein, except as herein provided, nor affect or impair any rights, powers, privileges, duties, or remedies under the Mortgage it being the intent of Mortgagor and Lender that the terms and provisions thereof shall continue in full force and effect, except as specifically modified herein. Nothing in this Agreement shall constitute a satisfaction of the promissory note or notes, or other credit agreement or agreements secured by the Mortgage.

Lender's consent to this Agreement does not waive Lender's right to require strict performance of the Mortgage modified above, nor obligate Lender to make any future modifications. Any guarantor or cosigner shall not be released by virtue of this Agreement.

If any Mortgagor who signed the original Mortgage does not sign this Agreement, then all Mortgagors signing below acknowledge that this Agreement is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Agreement 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.

This Agreement shall be binding upon the heirs, successors, and assigns with respect to parties hereto. Whenever used, the singular shall include the plural, the plural, the singular, and the use of any gender shall be applicable to all genders.

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ORAL AGREEMENTS DISCLAIMER. This Agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

ADDITIONAL PROVISIONS. The Loan secured by this lien was made under a United States Small Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations:

- a) When SBA is the holder of the Note, this document and all documents evidencing or securing this Loan will be construed in accordance with federal law.
- b) Lender or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax, or liability. No Borrower or Guarantor may claim or assert against SBA any local or state law to deny any obligation of Borrower, or defeat any claim of SBA with respect to this Loan.
- c) Any clause in this document requiring arbitration is not enforceable when SBA is the holder of the Note secured by this instrument.

By signing below, Mortgagor and Lender acknowledge that they have read all the provisions contained in this Agreement, and that they accept and Agree to its terms.

Barbara A. Kauffman

Individually

George P. Kauffman III

Individually

## INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS ALABAMA

COUNTY OF JEFFENSON

This instrument was acknowledged before me on Auc. 87 2025

Kauffman III and Barbara A. Kauffman.

My commission expires:

(date)

Name:

Title:

(Official Seal)



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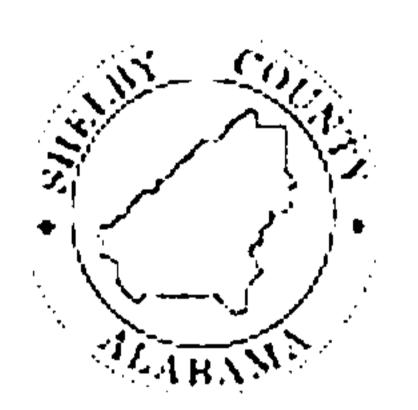
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LENDER: Bank of Springfield
Thomas Rodden  Its: VP, Commercial & SBA Lending Officer
its. VI, Commercial & SDA Lending Officer
BUSINESS ACKNOWLEDGMENT
STATE OF ILLINOIS
COUNTY OF SANGAMON
This instrument was acknowledged before me on $8-13-25$ (date) by Thomas
Rodden as VP, Commercial & SBA Lending Officer of Bank of Springfield.
My commission expires:    Lant Bevely   Name: Ryan BEVERIDGE
(Official Seal)

OFFICIAL SEAL
RYAN T. BEVERIDGE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 12-04-2026



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
10/21/2025 11:04:05 AM
\$228.50 PAYGE
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