THIS INSTRUMENT PREPARED BY:

Pinnacle Bank, a Tennessee bank Attn: Retail Lending BB2 21 Platform Way S. Suite 2300 Nashville, TN 37203

AFTER RECORDING RETURN TO: Pinnacle Bank, a Tennessee bank Attn: Retail Lending BB2 21 Platform Way S. Suite 2300 Nashville, TN 37203

(Space Above This Line For Recording Data)

LOAN ORIGINATOR NAME: Brent Boltwood NMLS ORIGINATOR IDENTIFIER: 512458

## MODIFICATION AGREEMENT - MORTGAGE

THIS MODIFICATION AGREEMENT ("Agreement") is made this 24th day of October, 2025, between Hub B Harrington and Kathryn S Harrington, whose address is 291 Valley View Ln, Indian Springs, Alabama 35124-3639 ("Mortgagor"), and Pinnacle Bank, a Tennessee bank, which is organized and existing under the laws of the State of Tennessee and whose address is 569 Brookwood Vlg Ste 705, Birmingham, Alabama 35209-4508 ("Lender").

Pinnacle Bank, a Tennessee bank and Mortgagor entered into a Mortgage dated January 19, 2023 and recorded on January 31, 2023, filed for record in the records of the County of Shelby, State of Alabama with Instrument Number 20230131000025750 ("Mortgage"). The Mortgage covers the following described real property:

Address: 291 Valley View Ln, Indian Springs, Alabama 35124-3639 Legal Description: All collateral remains the same as original filing

Parcel ID/Sidwell Number: 10 5 21 0 003 054.000

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:

- Increase the Credit Limit from \$171,900 to \$344,261.
- If not paid earlier, the sums owing under the Agreement will be due on 10/24/2045.

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

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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.

ENTIRE AGREEMENT. This Agreement represents the entire agreement between the parties. It cannot be changed except by written agreement signed by the parties.

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.

Hub B Harrington

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ALABAMA

COUNTY OF

a Notary, do hereby certify that Hub B Harrington and Kathryn S Harrington, whose names are signed to the foregoing and who are known to me, acknowledged before me on this day that, being informed of the contents of the Modification Agreement, they executed the same, voluntarily, on

Name:

Notary

the day the same bears date. Given under my hand this ()

My commission expires:

(Official Seal)

LENDER: Pinnacle Bank, a Tennessee bank

By: Brent Boltwood

Its: Financial Advisor

Date

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## **BUSINESS ACKNOWLEDGMENT**

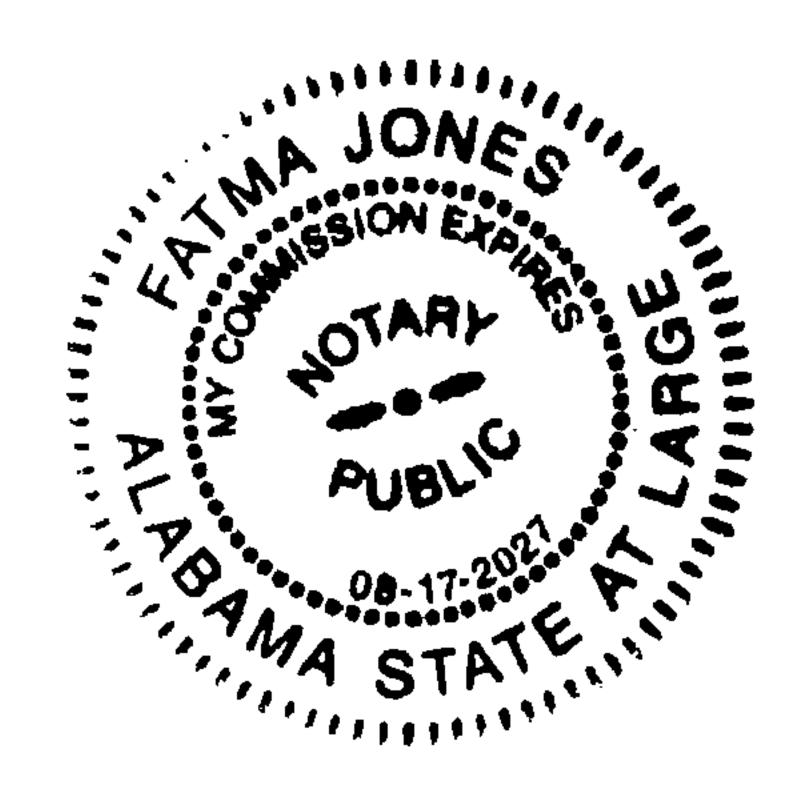
STATE OF ALABAMA

COUNTY OF 12 ( )

My commission expires:  $(\frac{1}{2} - \frac{1}{2} - \frac{1}{2}) = \frac{1}{2}$  (date)

(Official Seal)

Notary





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