

THIS INSTRUMENT PREPARED BY:

Oakworth Capital Bank
Loan Operations
Liz Juarez
850 Shades Creek Parkway, Ste 200
Birmingham, Al 35209

AFTER RECORDING RETURN TO:

Oakworth Capital Bank
Loan Operations
850 Shades Creek Parkway, Ste 200
Birmingham, Al 35209

(Space Above This Line For Recording Data)

LOAN ORIGINATOR COMPANY NAME: Oakworth Capital Bank
NMLS COMPANY IDENTIFIER: 774724
LOAN ORIGINATOR NAME: Jim Williams
NMLS ORIGINATOR IDENTIFIER: 799591

MODIFICATION AGREEMENT - MORTGAGE

THIS MODIFICATION AGREEMENT ("Agreement") is made this 7th day of January, 2026, between Phil Hudson Neal III, a single individual, whose address is 3109 Brookhill Dr, Birmingham, Alabama 35242-3703 ("Mortgagor"), and Oakworth Capital Bank, which is organized and existing under the laws of the State of Alabama and whose address is 850 Shades Creek Pkwy, Birmingham, Alabama 35209 ("Lender").

Oakworth Capital Bank and Mortgagor entered into a Mortgage dated September 19, 2025 and recorded on September 24, 2025, filed for record in the records of the County of Shelby, State of Alabama with Instrument Number 20250924000293260 ("Mortgage"). The Mortgage covers the following described real property:

Address: 3109 Brookhill Dr, Birmingham, Alabama 35242-3703

Legal Description: See attached Exhibit A

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:

- Increasing maximum principal amount \$240,000 to \$370,000.

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.

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.

Phil Hudson Neal III JAN 07 2026
Phil Hudson Neal III Date

INDIVIDUAL ACKNOWLEDGMENT

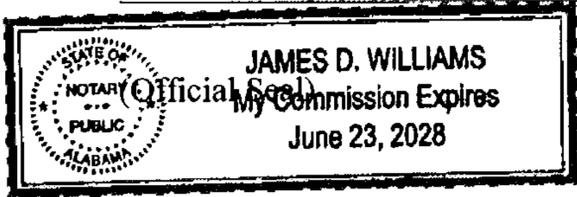
STATE OF ALABAMA

COUNTY OF Jefferson

I, James D. Williams, a Notary, do hereby certify that Phil Hudson Neal III, whose name is signed to the foregoing and who is known to me, acknowledged before me on this day that, being informed of the contents of the Modification Agreement, he/she executed the same, voluntarily, on the day the same bears date. Given under my hand this 7th Day of January, 2026 (date).

My commission expires: _____ (date)

James D. Williams
Name: James D. Williams
Title: Notary



LENDER: Oakworth Capital Bank

Jim Williams JAN 07 2026
By: Jim Williams Date
Its: Managing Director

Exhibit A

SITUATED IN THE COUNTY OF SHELBY AND STATE OF AL, CITY OF BIRMINGHAM.

Property 1:

Lot 29, according to the Survey of Amended Map PHASE I MEADOW BROOK SIXTEENTH SECTOR, as recorded in Map Book 9, Page 151 A&B, in the Probate Office of Shelby County, Alabama.

BEING ALL OF THAT CERTAIN PROPERTY CONVEYED TO PHIL HUDSON NEAL, III FROM LELA KATE CROTWELL AND NOAH J. CROTWELL, A MARRIED COUPLE, BY DEED DATED SEPTEMBER 19, 2025 AND RECORDED SEPTEMBER 24, 2025 AS INSTRUMENT NUMBER 20250924000293250 OF OFFICIAL RECORDS.

APN: 10 1 01 0 001 001.059 Phil Hudson Neal

3109 BROOKHILL DR, BIRMINGHAM, Alabama 35242

First American Order No: 92649044LA

BUSINESS ACKNOWLEDGMENT

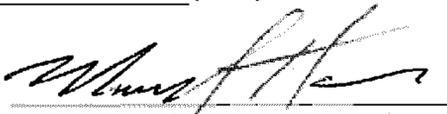
STATE OF ALABAMA

COUNTY OF Jefferson

I, MICHAEL HARRIS, NOTARY in and for said County and in said State, hereby certify that Jim Williams, Managing Director of Oakworth Capital Bank, a(n) Alabama an Alabama banking company, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he or she, in his or her official capacity and with full authority, executed the same voluntarily for and as the act of said an Alabama banking company.

Given under my hand this the 1/7/26 (date).

My commission expires: 4/25/2026 (date)


Name: MICHAEL HARRIS
Title: Client Advisor/BANKER

(Official Seal)



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
01/12/2026 11:56:47 AM
\$226.00 JOANN
20260112000010290

Allie S. Bevil