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This instrument was prepared by Operations Department, Lucro Commercial Solutions, LLC, 3692 Coolidge Court #200, Tallahassee, FL 32311

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## MODIFICATION OF MORTGAGE

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**DATE AND PARTIES.** The date of this Real Estate Modification (Modification) is March 9, 2026. The parties and their addresses are:

**MORTGAGOR:**

**RAY FRANKLIN**

Spouse of Amanda Franklin  
5533 Highway 51  
Wilsonville, AL 35186

**AMANDA FRANKLIN**

Spouse of Ray Franklin  
5533 Highway 51  
Wilsonville, AL 35186

THE SUBJECT PROPERTY IS NEITHER THE HOMESTEAD OF THE INDIVIDUALS EXECUTING THIS MORTGAGE NOR THEIR SPOUSES, IF ANY, NOR IS IT CONTIGUOUS THERETO.

**LENDER:**

**AVADIAN CREDIT UNION**

Organized and existing under the laws of Alabama  
P. O. Box 360287  
Birmingham, AL 35236

**1. BACKGROUND.** Mortgagor and Lender entered into a security instrument dated November 18, 2020 and recorded on December 4, 2020 (Security Instrument). The Security Instrument was recorded in the records of Shelby County, Alabama at Instrument #20201204000555320, Assignment of Leases and Rents dated November 18, 2020, and recorded December 4, 2020 Instrument #20201204000555330 and UCC Financing Statement recorded December 4, 2020 Instrument #20201204000555340 and covered the following described Property:

Lot 3, according to the Map of Westover Farms, as recorded in Map Book 9 Page 139 in the Office of the Judge of Probate of Shelby County, Alabama

The property is located in Shelby County at 5533 Highway 51, Wilsonville, Alabama 35186.

**2. MODIFICATION.** For value received, Mortgagor and Lender agree to modify the Security Instrument as provided for in this Modification.

The Security Instrument is modified as follows:

**A. Secured Debt.** The secured debt provision of the Security Instrument is modified to read:

**(1) Secured Debts and Future Advances.** The term "Secured Debts" includes and this Security Instrument will secure each of the following:

**(a) Specific Debts.** The following debts and all extensions, renewals, refinancings, modifications and replacements. A renewal note or other agreement, No. 3187030-70, dated March 9, 2026, from Mortgagor to Lender, with a loan amount of \$87,155.54 and maturing on February 20, 2031.

**(b) Future Advances.** All future advances from Lender to Mortgagor under the Specific Debts executed by Mortgagor in favor of Lender after this Security Instrument. If more than one person signs this Security Instrument, each agrees that this Security Instrument will secure all future advances that are given to Mortgagor either individually or with others who may not sign this Security Instrument. All future advances are secured by this Security Instrument even though all or part may not yet be advanced. All future advances are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future advances in any amount. Any such commitment must be agreed to in a separate writing.

**(c) All Debts.** All present and future debts from Mortgagor to Lender, even if this Security Instrument is not specifically referenced, or if the future debt is unrelated to or of a different type than this debt. If more than one person signs this Security Instrument, each agrees that it will secure debts incurred either individually or with others who may not sign this Security Instrument. Nothing in this Security Instrument constitutes a commitment to make additional or future loans or advances. Any such commitment must be in writing. This Security Instrument will not secure any debt for which a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. This Security Instrument will not secure any debt for which a security interest is created in "margin stock" and Lender does not obtain a "statement of purpose," as defined and required by federal law governing securities. This Modification will not secure any other debt if Lender, with respect to that other debt, fails to fulfill any necessary requirements or fails to conform to any limitations of the Truth in Lending Act (Regulation Z) or the Real Estate Settlement Procedures Act (Regulation X) that are required for loans secured by the Property.

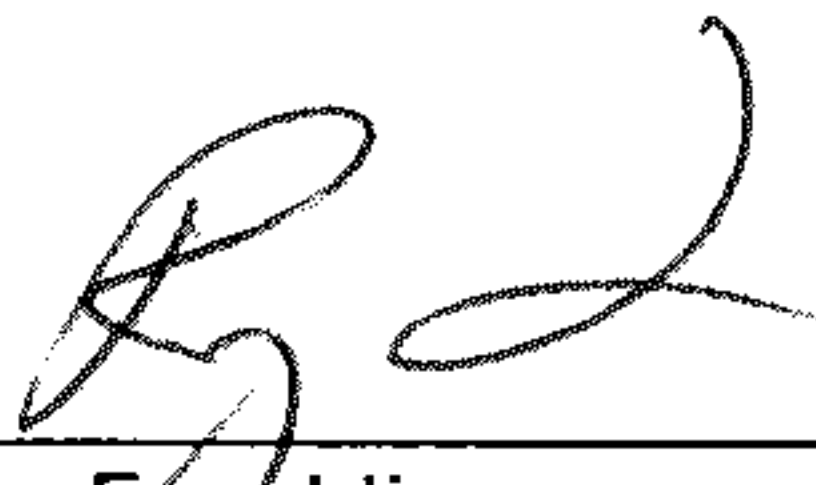
**(d) Sums Advanced.** All sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

**3. WARRANTY OF TITLE.** Mortgagor warrants that Mortgagor continues to be lawfully seized of the estate conveyed by the Security Instrument and has the right to grant, bargain, convey, sell and mortgage with the power of sale the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.

**4. CONTINUATION OF TERMS.** Except as specifically amended in this Modification, all of the terms of the Security Instrument shall remain in full force and effect.

**SIGNATURES.** By signing under seal, Mortgagor agrees to the terms and covenants contained in this Modification. Mortgagor also acknowledges receipt of a copy of this Modification.


**MORTGAGOR:**

  
\_\_\_\_\_  
Ray Franklin (Seal)

Date 3/9/2024

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Witness)

  
\_\_\_\_\_  
Amanda Franklin (Seal)

Date 3/9/2024

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Witness)

**LENDER:**

Avadian Credit Union

By Ray Franklin (Seal)

Date 3/9/2026

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Witness)

**ACKNOWLEDGMENT.**

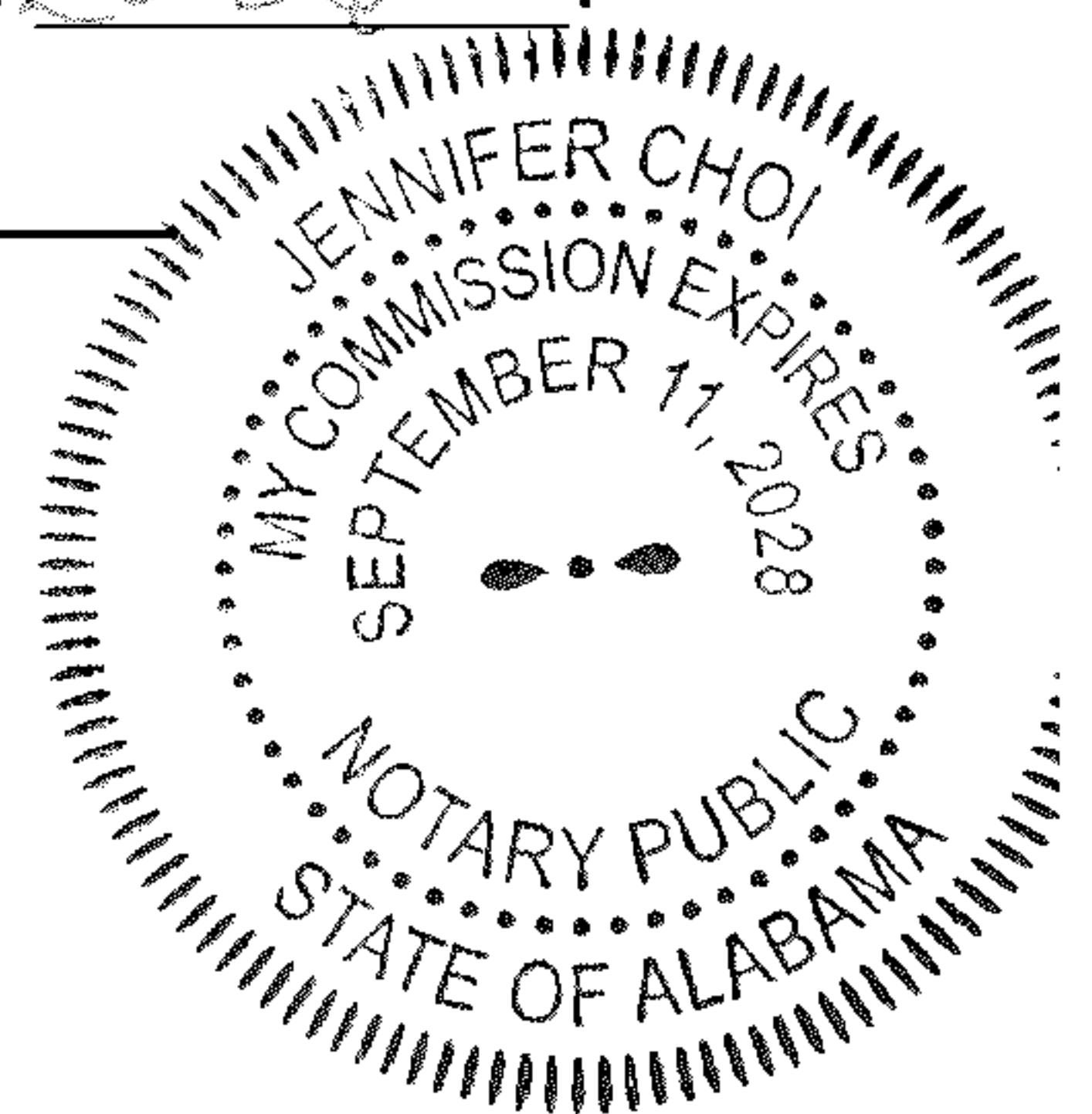
STATE OF Alabama, COUNTY OF Shelby ss.

I, Jennifer Choi, a notary public, hereby certify that Ray Franklin, spouse of Amanda Franklin, 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/she executed the same voluntarily on the day the same bears date. Given under my hand this 9<sup>th</sup> day of March, 2026.

My commission expires:

9/11/2028

Jennifer Choi  
(Notary Public)

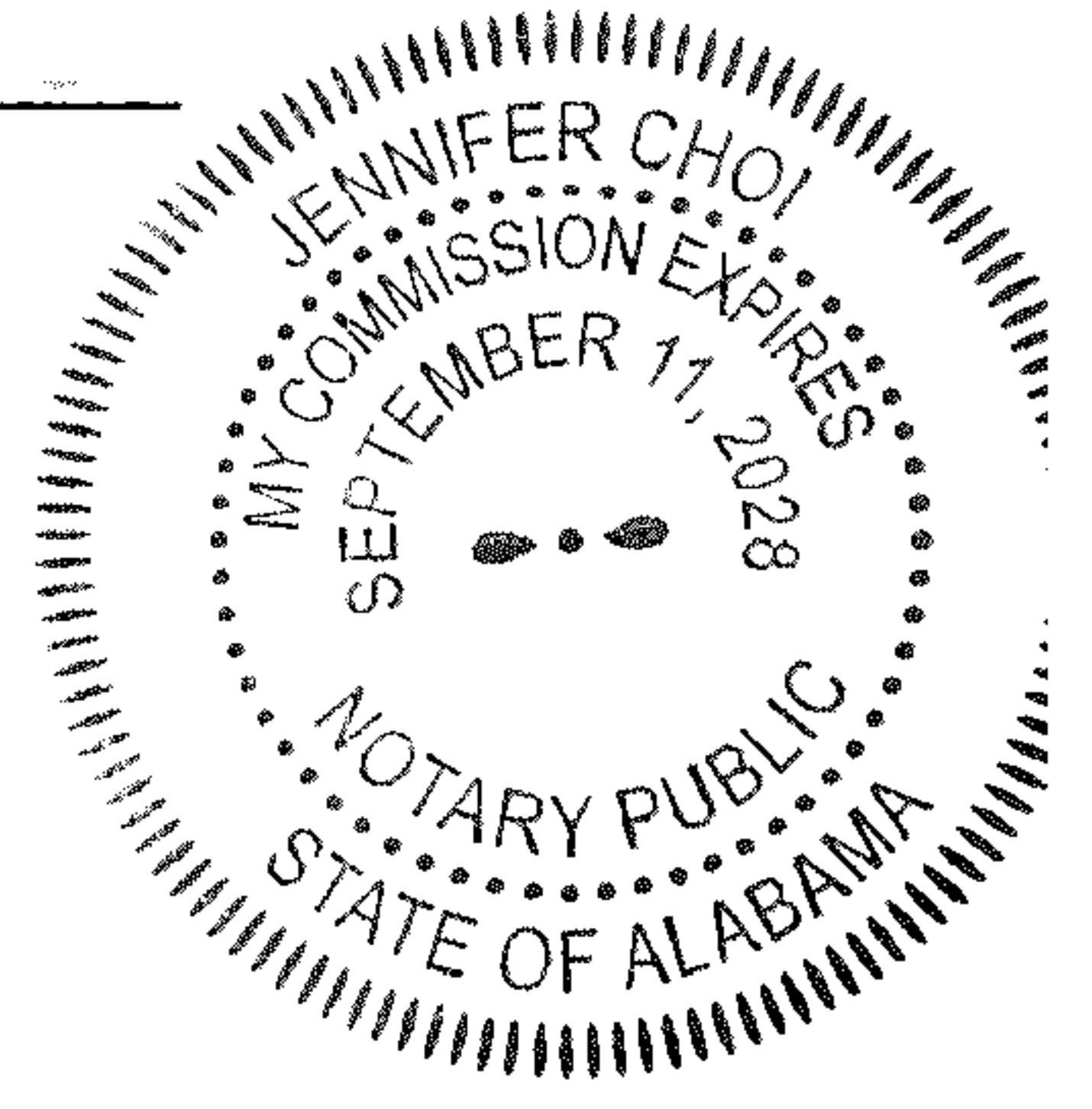


STATE OF Alabama, COUNTY OF Shelby ss.

I, Jennifer Choi, a notary public, hereby certify that Amanda Franklin, spouse of Ray Franklin, 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/she executed the same voluntarily on the day the same bears date. Given under my hand this 9th day of March, 2026.

My commission expires:  
9/11/2028

Jennifer Choi  
(Notary Public)



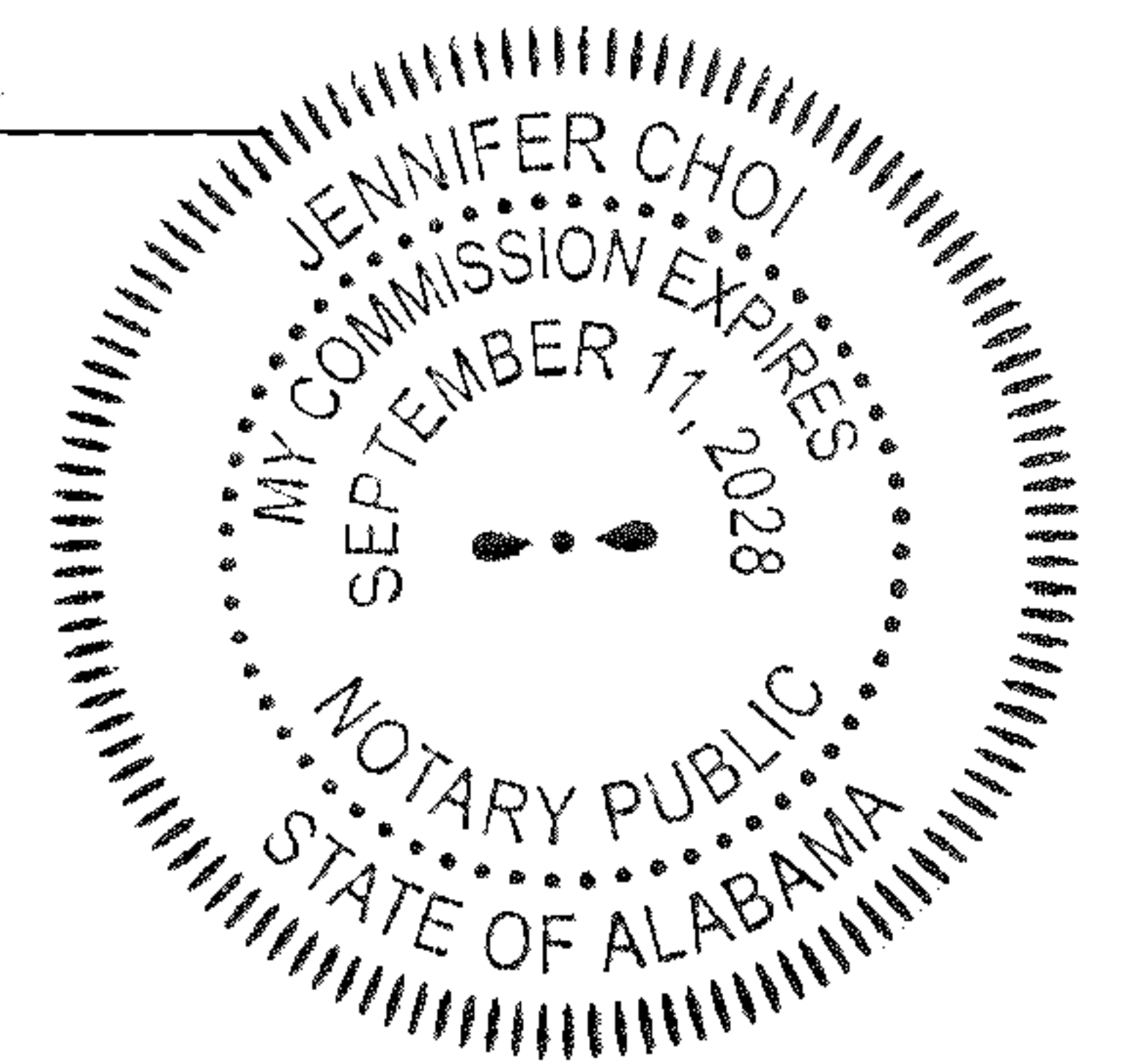
**(Lender Acknowledgment)**

STATE OF Alabama, COUNTY OF Shelby ss.

I, Jennifer Choi, a notary public, in and for said County in said State, hereby certify that FERRIS SMITH, whose name(s) as Business Relationship Officer of Avadian Credit Union, a corporation, is/are 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/she/they, as such officer(s) and with full authority, executed the same voluntary for and as the act of said corporation. Given under my hand this the 9th day of March, 2026.

My commission expires:  
9/11/2028

Jennifer Choi  
(Notary Public)



**Filed and Recorded**  
**Official Public Records**  
**Judge of Probate, Shelby County Alabama, County**  
**Clerk**  
**Shelby County, AL**  
**03/09/2026 01:07:02 PM**  
**\$35.00 JOANN**  
**20260309000068500**

Allie S. Bayl