When Recorded Mail To:
**SOUTHWEST FUNDING, LP**
**13150 COIT ROAD, SUITE 100**
**DALLAS, TEXAS 75240**

**[Space Above This Line For Recording Data]**

# CONSTRUCTION CONVERSION MODIFICATION AGREEMENT
## (Fixed Interest Rate)

BATTON
Loan Number: 2000002535875
MIN:1002460-0002535875-7
Case Number: 013-0783287-703

MERS Phone: 1-888-679-6377

**TWO ORIGINAL MODIFICATION AGREEMENTS MUST BE EXECUTED BY THE BORROWER: ONE ORIGINAL IS TO BE FILED WITH THE NOTE AND ONE ORIGINAL IS TO BE RECORDED IN THE LAND RECORDS WHERE THE SECURITY INSTRUMENT IS RECORDED.**

This Construction Conversion Modification Agreement (the "Agreement"), made and effective this **1st** day of **February, 2026**, between **SOUTHWEST FUNDING, LP**, ("Lender") and **DANIEL C. BATTON, A SINGLE MAN** ("Borrower"), and **Mortgage Electronic Registration Systems, Inc.**, ("MERS"), modifies and amends certain terms of Borrower's indebtedness evidenced by (1) the interim construction financing fixed interest rate Note (the "Fixed Rate Note") to Lender dated the **28th** day of **JULY, 2025**, in the original principal sum of U.S. **$193,325.00** and secured by (2) the

Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") and Rider(s), if any, dated the same date as the Fixed Rate Note and
*[recording information]* **RECORDED UNDER INSTRUMENT NO. 20250806000239440, OFFICIAL PUBLIC RECORDS**
of **SHELBY** County, **ALABAMA**. The Security Instrument covers the real and personal property described in the Security Instrument and defined as the "Property", located at:

**170 GREAT PINE ROAD , LEEDS, ALABAMA 35094**
[Property Address]

the real property described being set forth as follows:

**SITUATED IN THE COUNTY OF SHELBY AND STATE OF ALABAMA.**

**LOT 1, ACCORDING TO THE SURVEY OF BATTON FAMILY SUBDIVISION, AS RECORDED IN MAP BOOK 42, PAGE 5, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.**

Borrower and Lender agree that on or before the date of this Agreement the construction or renovation, as applicable, of the Property has been completed and that all loan proceeds have been disbursed to Borrower in accordance with the terms of the Fixed Rate Note. Borrower and Lender have agreed to modify the terms of the Fixed Rate Note and Security Instrument in accordance with the terms of this Agreement. This Agreement is not a novation.

In consideration of the mutual promises and agreements exchanged, Lender and Borrower agree as follows (notwithstanding anything to the contrary contained in the Fixed Rate Note and Security Instrument):

1. Current Loan Balance. As of **FEBRUARY 1, 2026,** the amount payable under the Fixed Rate Note and Security Instrument each as modified by this Agreement (the "Unpaid Principal Balance") is U.S. **$193,325.00.**

   Interest, if any, has been paid through the date of this Agreement.

2. Note Modification. The terms and provisions of the interim construction financing stated in the Fixed Rate Note in Paragraphs 2 and 3, are amended and modified as follows:

   (a) Interest. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the unpaid principal until the full amount of the Unpaid Principal Balance has been paid. Borrower must pay interest at a yearly rate of **6.250%**. This interest rate shall apply both before and after any default described in the Fixed Rate Note.

(b) Payments. Borrower promises to make monthly payments in the amount of U.S. **$1,190.34**.

Borrower shall pay principal and interest by making a payment every month. Borrower shall make the monthly payment on the **1st** day of each month beginning on **MARCH 1, 2026**. Borrower shall make these payments every month until Borrower has paid all of the principal and interest and any other charges described in the Fixed Rate Note. The monthly payments shall be applied as stated in the Fixed Rate Note.

If on **FEBRUARY 1, 2056** (the "Maturity Date"), Borrower still owes amounts under the Fixed Rate Note and the Security Instrument, each as amended by this Agreement, Borrower will pay those amounts in full on the Maturity Date.

Borrower must make the monthly payments at the place stated in the Fixed Rate Note or such other place as Lender may require.

(c) Other Terms Remain in Effect. Other terms, including, without limitation, terms related to Borrower's right to prepay, loan charges, late charges and default, obligations of persons under the Note and payment in full in the event of a sale or transfer of the property, that are stated in the Fixed Rate Note remain in full force and effect.

(d) Compliance with Covenants. Borrower shall comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Security Instrument.

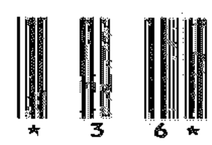
3. Amendments to the Security Instrument. The terms and provisions of the interim construction financing stated in the Security Instrument are amended and modified as follows; those marked are applicable:

☐ (a) Increase in Principal Balance. The Unpaid Principal Balance of the Note that is secured by this Security Instrument has been increased by U.S. $_____.

☐ (b) Decrease in Principal Balance. The Unpaid Principal Balance of the Note that is secured by this Security Instrument has been decreased by U.S. $_____.

☐ (c) Change in Maturity Date. The Unpaid Principal Balance if not paid sooner is due in full not later than .

☐ (d) Security Instrument Riders Cancelled. The rider(s) to the Security Instrument pertaining to the interim construction financing are null and void and of no further effect as of the date of this Agreement.



☐ (e) Additional Security Instrument Rider(s). The terms and conditions of the Security Instrument are further amended and modified by the terms and conditions stated in the Security Instrument Rider(s), dated the date of this Agreement, fully executed and delivered by Borrower, and attached to and incorporated into this Agreement by reference.

4. Recordation. This Agreement shall be recorded, together with any applicable attachments, in all places where the Security Instrument is recorded.

5. No Release. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Fixed Rate Note or Security Instrument. Except where otherwise specifically provided in this Agreement, the Fixed Rate Note and Security Instrument shall remain unchanged, and Borrower and Lender will be bound by, and comply with, all of the terms and provisions of these instruments, as amended by this Agreement.

6. "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as nominee for Lender and Lender's successors and assigns. **MERS is the Beneficiary of record under the Security Instrument and this Agreement.** MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

In Witness Whereof, Lender and Borrower have executed this Agreement.

**LENDER:**
**SOUTHWEST FUNDING, LP**
**By:** (3) SWSnelter
**Name:** Joanna Shelton
**Title:** Director of Innovations

**MORTGAGEE:**
Mortgage Electronic Registration Systems, Inc.
as nominee for SOUTHWEST FUNDING, LP
By: Heather Vitale
Printed Name: Heather Vitale
Title: Asst Secretary

**BORROWER:**

Daniel C Batton (Seal)
**(Borrower)**
**DANIEL C. BATTON**

[Space Below This Line For Acknowledgment]

**STATE OF** Texas

**COUNTY OF** Dallas

This instrument was acknowledged before me this 6th day of February, 2026, by Joanna Shelton, as Director of **SOUTHWEST FUNDING, LP,** on behalf of said entity.

Kristen Williams
Notary Public

**STATE OF** Texas

**COUNTY OF** Dallas

KRISTEN WILLIAMS
My Notary ID # 124636581
Expires July 16, 2028

This instrument was acknowledged before me this 6th day of February, 2026, by Heather Vitale (name), (title) on behalf of Mortgage Electronic Registration Systems, Inc., nominee for SOUTHWEST FUNDING, LP.

Kristen Williams
Notary Public

KRISTEN WILLIAMS
My Notary ID # 124636581
Expires July 16, 2028

**STATE OF ALABAMA**

**COUNTY OF** Jefferson

I, Leslie Lindley Williams, a notary public, hereby certify that DANIEL C. BATTON whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand this 3rd day of February, 2026.

Leslie Lindley Williams
Notary Public in and for said County and State

LESLIE LINDLEY WILLIAMS
NOTARY PUBLIC
State of Alabama - State at Large
My Commission Expires Sep. 26, 2029

This Instrument Was Prepared By:
**SOUTHWEST FUNDING, LP**
**13150 COIT ROAD, SUITE 100**
**DALLAS, TEXAS 75240**

Order No.: 2003802330

**LEGAL DESCRIPTION**
**EXHIBIT "A"**

The following described property:

SITUATED IN THE COUNTY OF SHELBY AND STATE OF ALABAMA.

LOT 1, ACCORDING TO THE SURVEY OF BATTON FAMILY SUBDIVISION, AS RECORDED IN MAP BOOK 42, PAGE 5, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

SOURCE OF TITLE: DEED INSTRUMENT NO. 20200429000168020

Assessor's Parcel No: 04-2-09-0-000-004.000

**Filed and Recorded**
**Official Public Records**
**Judge of Probate, Shelby County Alabama, County Clerk**
**Shelby County, AL**
**03/19/2026 11:51:27 AM**
**$41.00 JOANN**
**20260319000079700**