

20130115000019790 1/4 \$23.85
Shelby Cnty Judge of Probate, AL
01/15/2013 09:51:38 AM FILED/CERT

MODIFICATION OF MORTGAGE

RECORDATION REQUESTED BY:

Loan No. 6001423500

**Northpointe Bank
3333 Deposit Drive NE
Grand Rapids, MI 49546**

WHEN RECORDED MAIL TO:

**Northpointe Bank
3333 Deposit Drive NE
Grand Rapids, MI 49546**

SEND TAX NOTICE TO:

**Northpointe Bank
3333 Deposit Drive NE
Grand Rapids, MI 49546**

FOR RECORDER'S USE ONLY

THIS MODIFICATION OF MORTGAGE DATED December 21, 2012, is made and executed between John A. Whitfield and Juanita H. Whitfield; Husband and Wife, whose address is 217 Rolling Mill Street, Helena AL 35080 (referred to below as "Grantor") and Northpointe Bank, whose address is 3333 Deposit Drive NE, Grand Rapids, MI 49546 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated August 22, 2008 (the "Mortgage") which has been recorded in **Shelby County, State of Alabama**, as Follows:

Mortgage in the initial principal sum of \$32,000.00, Recorded on August 29, 2008, Instrument 20080829000347500 in Shelby County, Register of Deeds, State of Alabama, as amended.

REAL PROPERTY DESCRIPTION. The Mortgage covers the real property described therein.

The Real Property or its address is commonly known as: 217 Rolling Mill Street, Helena AL 35080
Property tax identification number is: 58-13-05-15-3-002-008.000

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

Adding wife Juanita H. Whitfield to Note and Mortgage.

Increase principle balance by: \$1,837.10, new loan amount \$33,837.10

EFFECTIVE DATE OF MODIFICATION: December 21, 2012

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to the Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligates Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the "Note" or other credit agreement secured by the Mortgage. It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing.

Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification 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.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

X

John A. Whitfield

Date

12/31/12

X

Juanita H. Whitfield

Date

12/31/12

LENDER:

Northpointe Bank

By: Scott J. Cooke

Its: Assistant Vice President

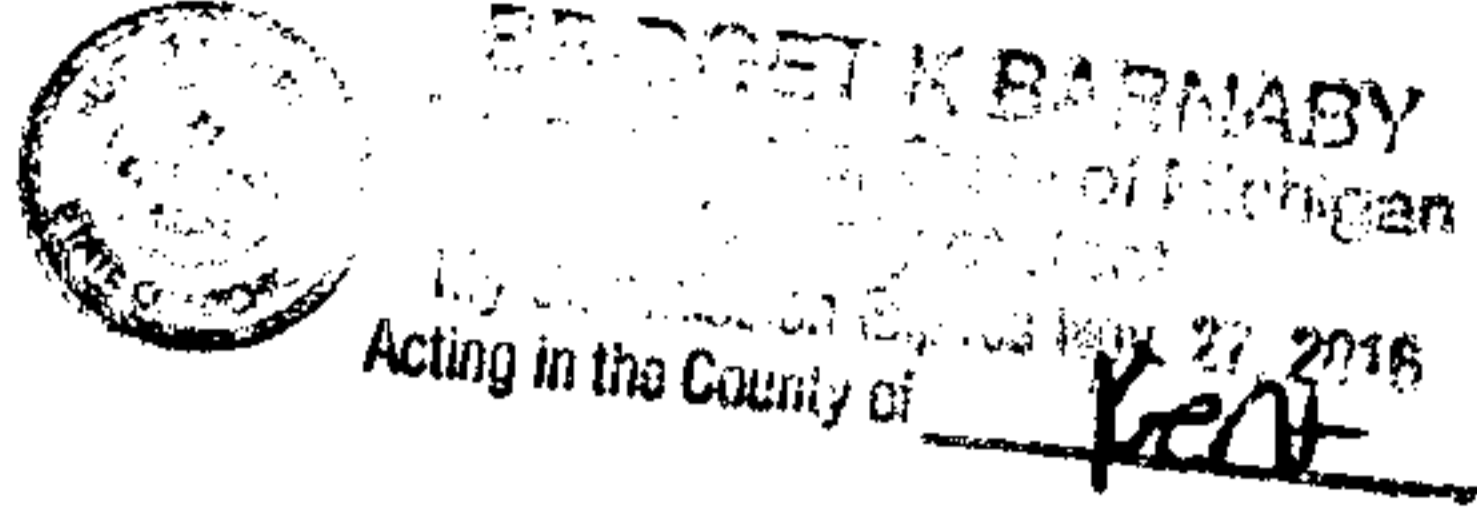
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STATE OF MICHIGAN:

COUNTY OF KENT:

The foregoing instrument was acknowledged before me on this 31 day of December, 2012, by Scott J. Cooke, Assistant Vice President of Northpointe Bank, on behalf of said company

Budget K Baunby



[notary stamp]

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INDIVIDUAL ACKNOWLEDGMENT/GRANTOR

STATE OF Alabama

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) SS

COUNTY OF Shelby

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On this day before me, the undersigned Notary Public, personally appeared John A. Whitfield and Juanita H. Whitfield, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned this 31 day of December, 2012.

By Michael Robles

My Commission expires 11-07-2014


Notary Public, State of Alabama, County of Shelby

Acting in the County of Shelby

[notary stamp]

PREPARED BY:

Northpointe Bank
3333 Deposit Dr, NE
Grand Rapids, MI 49546


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