

20180516000168210
05/16/2018 08:33:21 AM
MORTAMEN 1/4

THIS INSTRUMENT PREPARED BY:
Oakworth Capital Bank - Gina Williams
850 Shades Creek Parkway, Ste 101
Birmingham, AL 35209

WHEN RECORDED, RETURN TO:
FIRST AMERICAN TITLE INSURANCE CO
1100 SUPERIOR AVENUE, SUITE 200
CLEVELAND, OHIO 44114

(Space Above This Line For Recording Data)

MODIFICATION AGREEMENT - MORTGAGE

THIS MODIFICATION AGREEMENT ("Agreement") is made this 16th day of April, 2018, between Steven Davis and Susan Davis, a married couple, whose address is 1945 River Way Drive, Hoover, Alabama 35244-1418 ("Mortgagor"), and Oakworth Capital Bank whose address is 850 Shades Creek Parkway, Ste 200, Birmingham, Alabama 35209 ("Lender").

Oakworth Capital Bank and Mortgagor entered into a Mortgage dated January 11, 2017 and recorded on 02/07/2017 in Instrument #20170207000046890 in the Office of the Judge of Probate, records of County of Shelby, State of Alabama ("Mortgage"). The Mortgage covers the following described real property:

Address: 1945 River Way Drive, Hoover, Alabama 35244-1418

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:

- Increase Maximum Principal Amount from \$203,500.00 to \$236,714.00.

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.

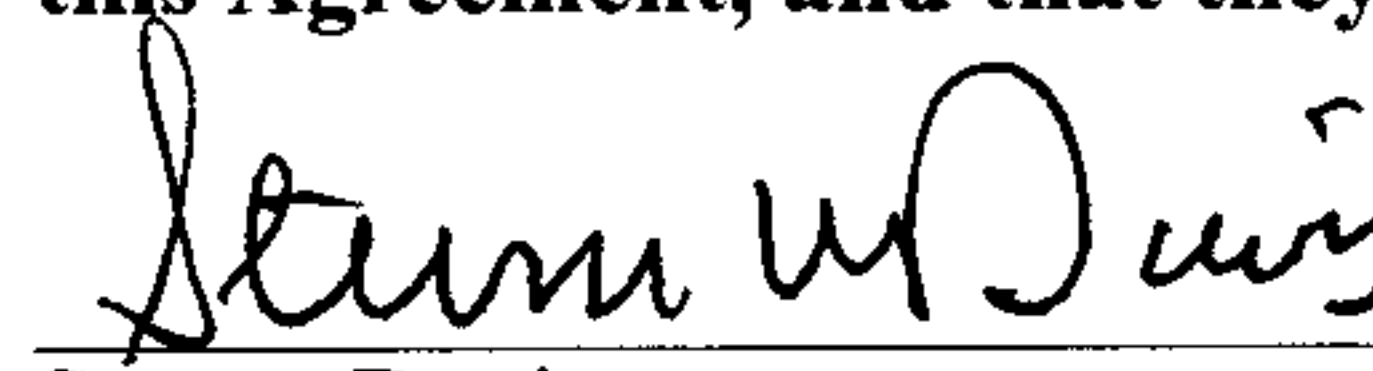
If any Mortgagor who signed the original Mortgage does not sign this Agreement, then all Mortgagors signing below acknowledge that this Agreement is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Agreement or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

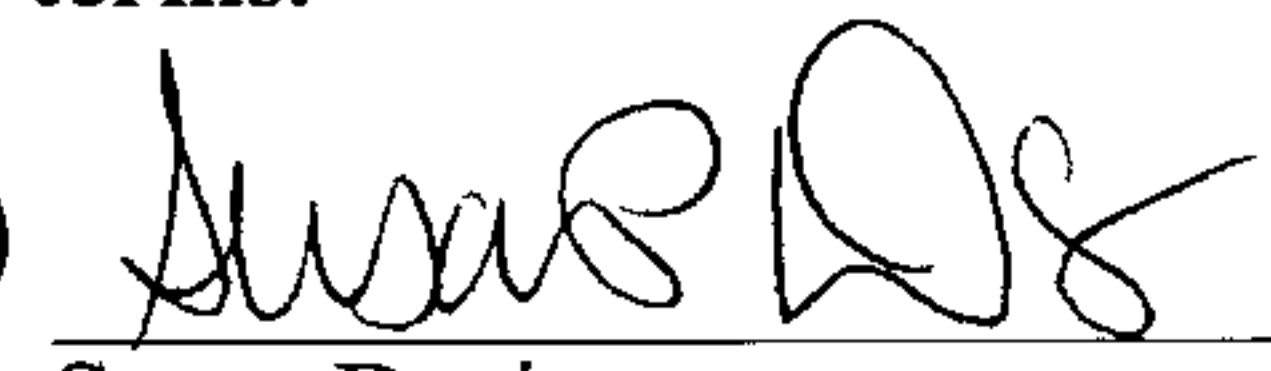
This Agreement shall be binding upon the heirs, successors, and assigns with respect to parties hereto. Whenever used, the singular shall include the plural, the plural, the singular, and the use of any gender shall be applicable to all genders.



ORAL AGREEMENTS DISCLAIMER. This Agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between 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.

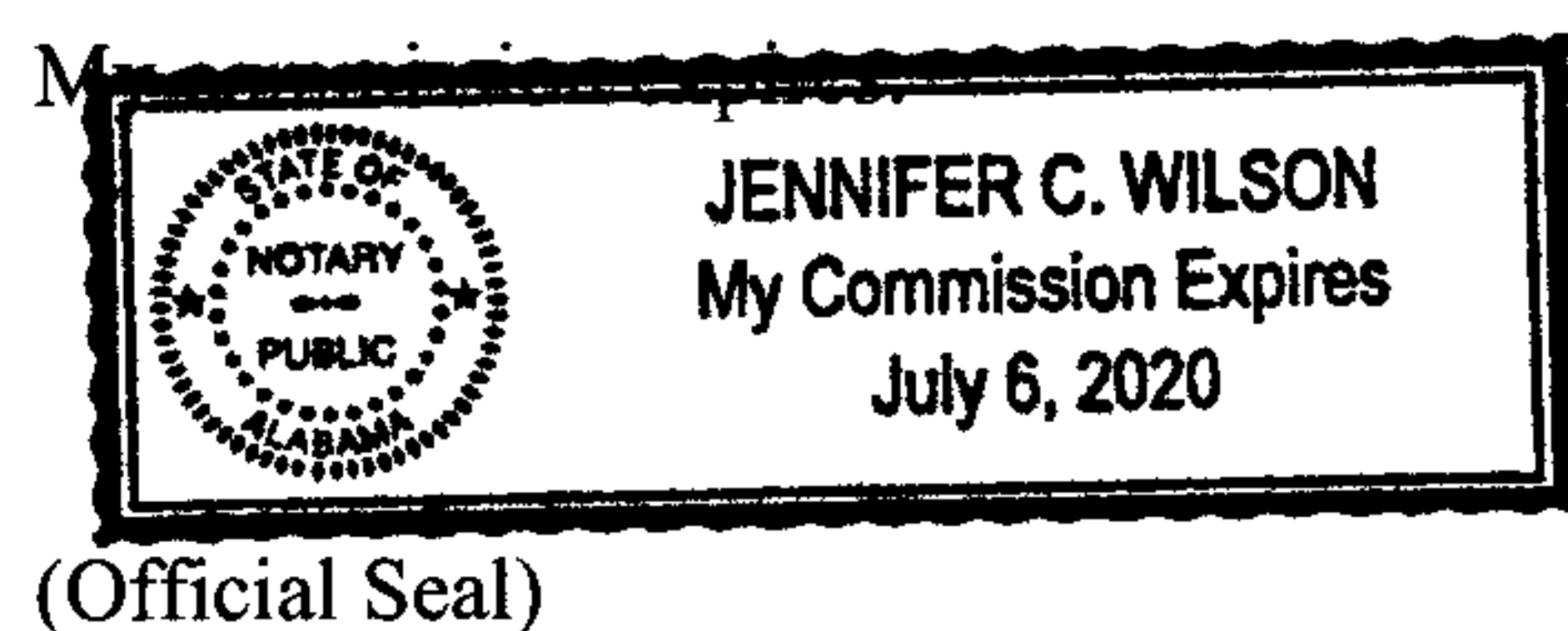

Steven Davis
Individually
APR 16 2018
Date

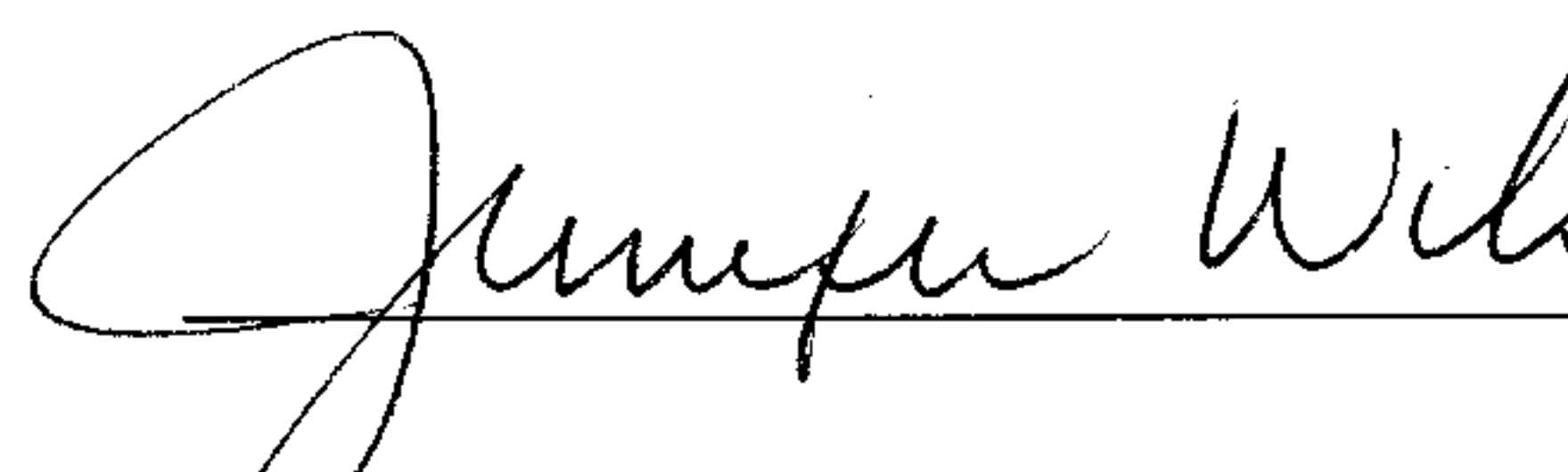

Susan Davis
Individually
APR 16 2018
Date

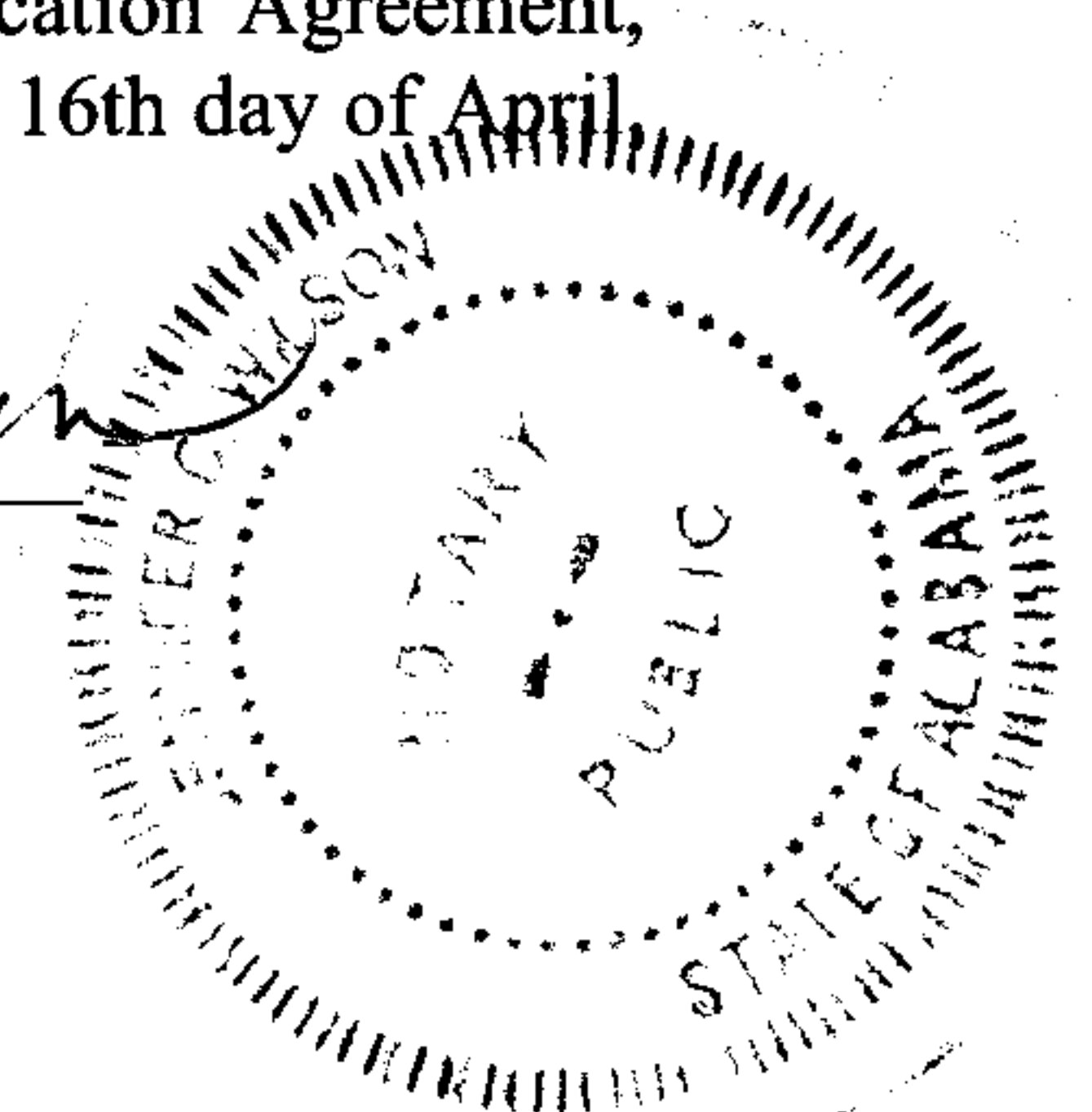
INDIVIDUAL ACKNOWLEDGMENT

STATE OF ALABAMA)
COUNTY OF Jackson)

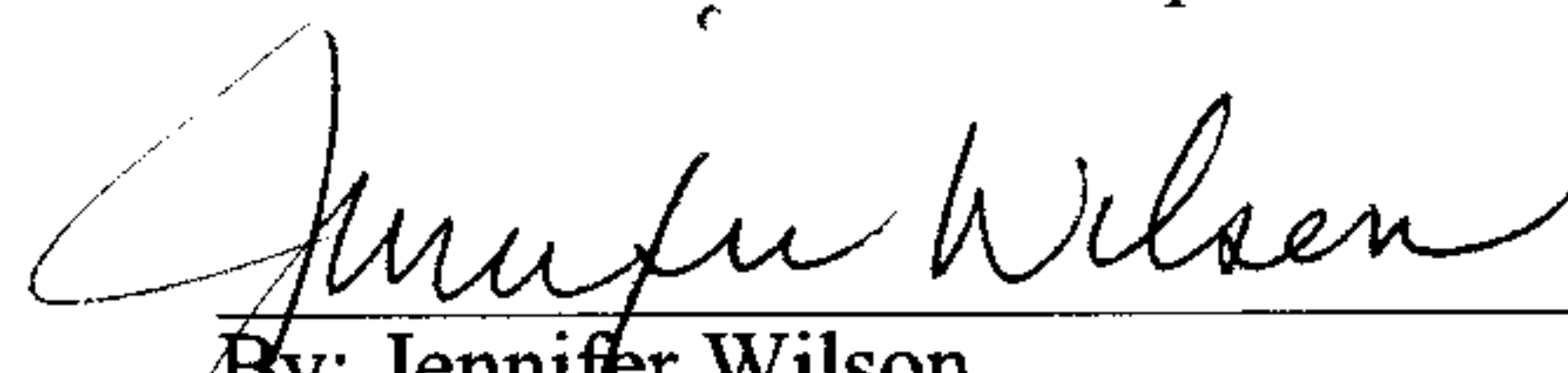
I, Jennifer Wilson, a Notary Public, do hereby certify that Steven Davis and Susan Davis, a married couple, whose names are signed to the foregoing and who are known to me, acknowledged before me on this day that, being informed of the contents of the Modification Agreement, they executed the same, voluntarily, on the day the same bears date. Given under my hand this 16th day of April, 2018.




Identification Number



LENDER: Oakworth Capital Bank


By: Jennifer Wilson
Its: Associate Managing Director
4/16/18
Date



BUSINESS ACKNOWLEDGMENT

STATE OF ALABAMA)
)
COUNTY OF *Jackson*)

I, *Kimberly S. Pratt*, *Notary Public* in and for said County and in said State, hereby certify that Jennifer Wilson, Associate Managing Director of Oakworth Capital Bank, a(n) Alabama State Bank, 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 State Bank.

Given under my hand this the 16th day of April, 2018.

My commission expires:

Kimberly S. Pratt

(Official Seal)

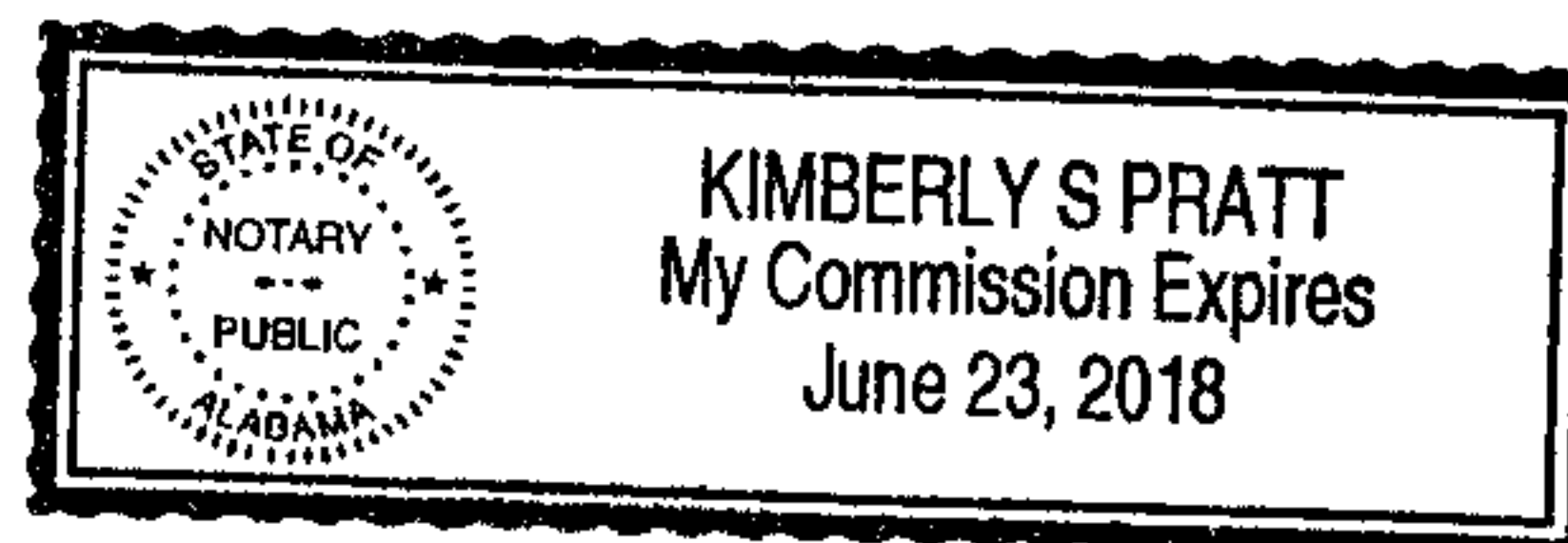
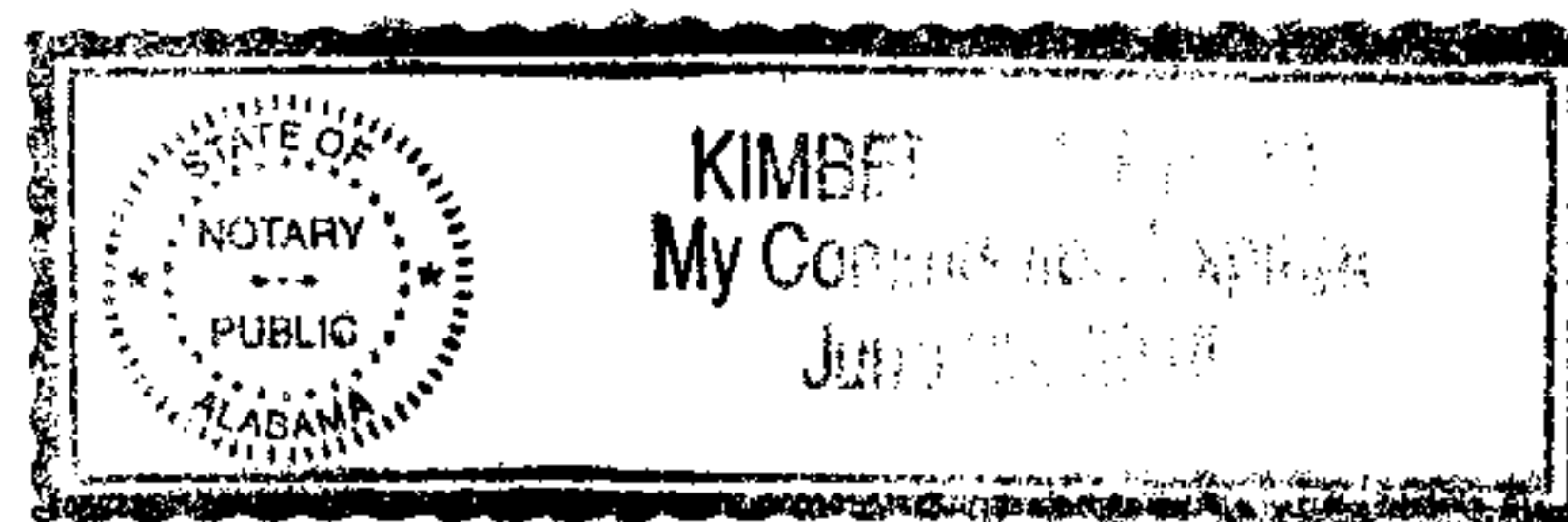


EXHIBIT A

SITUATED IN THE COUNTY OF SHELBY AND STATE OF ALABAMA:

LOT 264, ACCORDING TO THE MAP AND SURVEY OF RIVERCHASE
COUNTRY CLUB, NINTH ADDITION, AS RECORDED IN MAP BOOK 8, PAGE
46 A & B, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

BEING ALL OF THAT CERTAIN PROPERTY CONVEYED TO STEVEN DAVIS
AND SUSAN DAVIS, AS JOINT TENANTS, WITH RIGHT OF SURVIVORSHIP
FROM PRUDENTIAL RESIDENTIAL SERVICES, LIMITED PARTNERSHIP, A
DELAWARE LIMITED PARTNERSHIP BY DEED DATED 03/27/03 AND
RECORDED 04/08/03 IN INSTRUMENT 20030408000211280, IN THE
LAND RECORDS OF SHELBY COUNTY, ALABAMA.

PPN: 11 7 26 0 002 071.000
STEVEN DAVIS AND SUSAN DAVIS, AS JOINT TENANTS, WITH RIGHT
OF SURVIVORSHIP

1945 RIVER WAY DRIVE, HOOVER AL 35244
Loan Reference Number : WILSON
First American Order No: 53905658
Identifier: L/



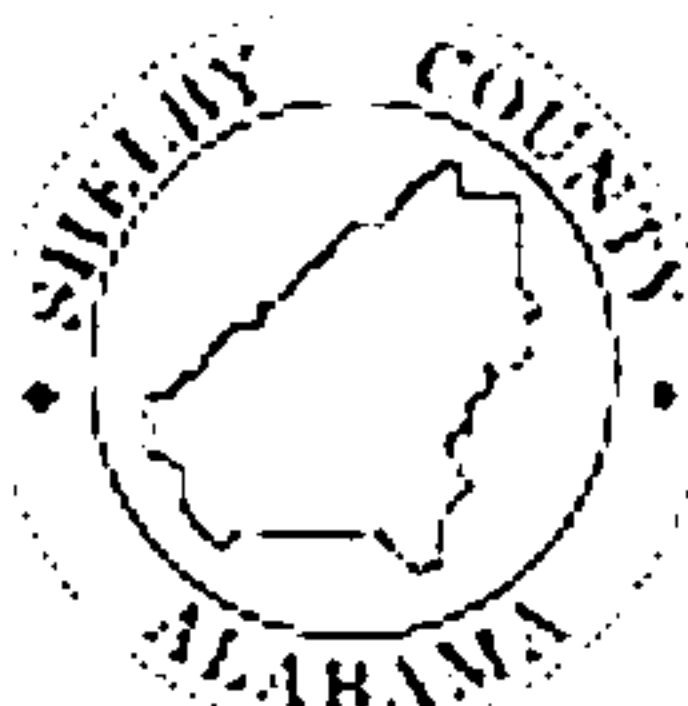
DAVIS
53905658

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FIRST AMERICAN ELS
MODIFICATION OF MORTGAGE



05/16/2018
08:33:21 AM



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
05/16/2018 08:33:21 AM
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