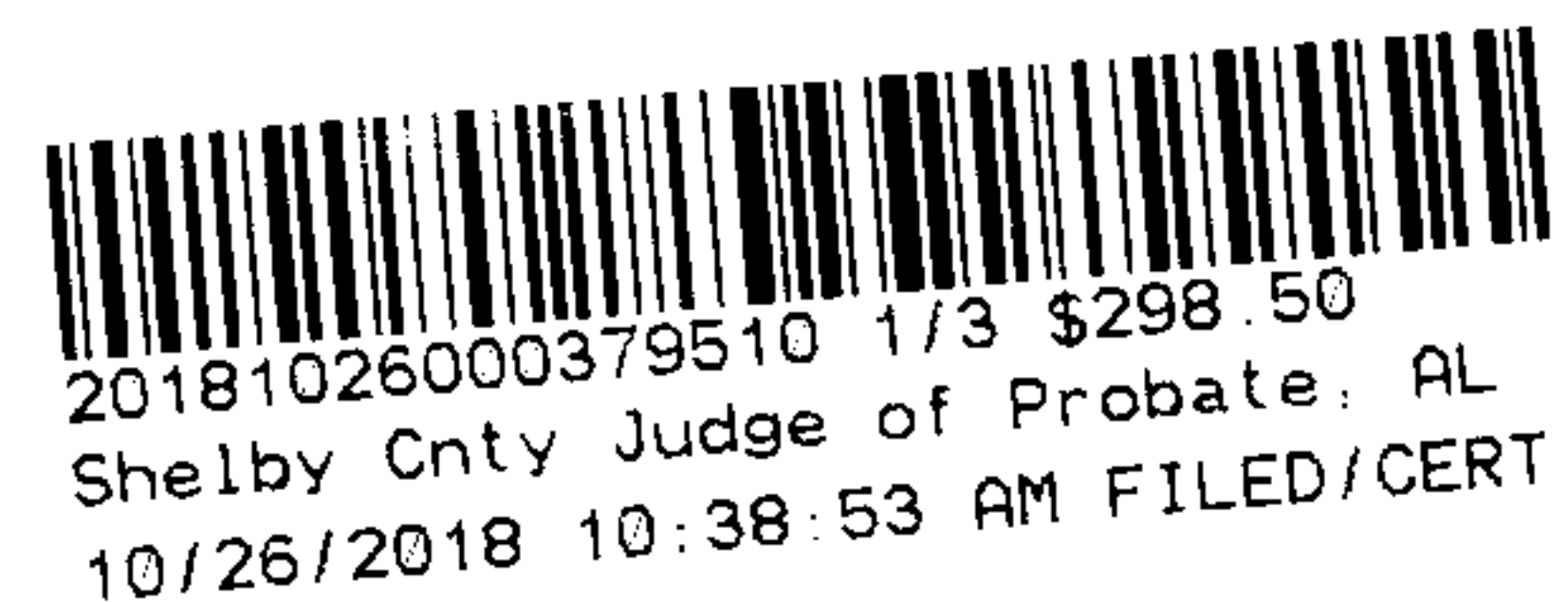


THIS INSTRUMENT PREPARED BY:

SouthPoint Bank  
3500 Colonnade Pkwy Suite 140  
Birmingham, AL 35243-0000

AFTER RECORDING RETURN TO:

SouthPoint Bank  
3500 Colonnade Pkwy Suite 140  
Birmingham, AL 35243-0000



(Space Above This Line For Recording Data)

## MODIFICATION AGREEMENT - MORTGAGE

**THIS MODIFICATION AGREEMENT** ("Agreement") is made this 18th day of October, 2018, between James Lindsay and NANCY K LINDSAY, a married couple, whose address is 3 Bellerive Knolls, Shoal Creek, Alabama 35242 ("Mortgagor"), and SouthPoint Bank whose address is 3501 Grandview Parkway, Birmingham, Alabama 35243 ("Lender").

SouthPoint Bank and Mortgagor entered into a Mortgage dated June 30, 2017 and recorded on July 10, 2017, in Book 20170710000243720, Page -, records of County of Shelby, State of Alabama ("Mortgage"). The Mortgage covers the following described real property:

Address: 213 Carnoustie, Shoal Creek, Alabama 35242

Legal Description: Lot 145-A, according to the Resurvey of Lots 145 and 146 of Shoal Creek, as recorded in map Book 15, Page 23, in the Probate Office of Shelby County, Alabama.

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 in loan amount from \$665,000.00 to \$850,000.00.

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.

*Nancy K Lindsay*  
NANCY K LINDSAY  
Individually  
Date

*James Lindsay*  
James Lindsay  
Individually  
Date

**INDIVIDUAL ACKNOWLEDGMENT**

STATE OF ALABAMA )  
COUNTY OF *Jefferson* )

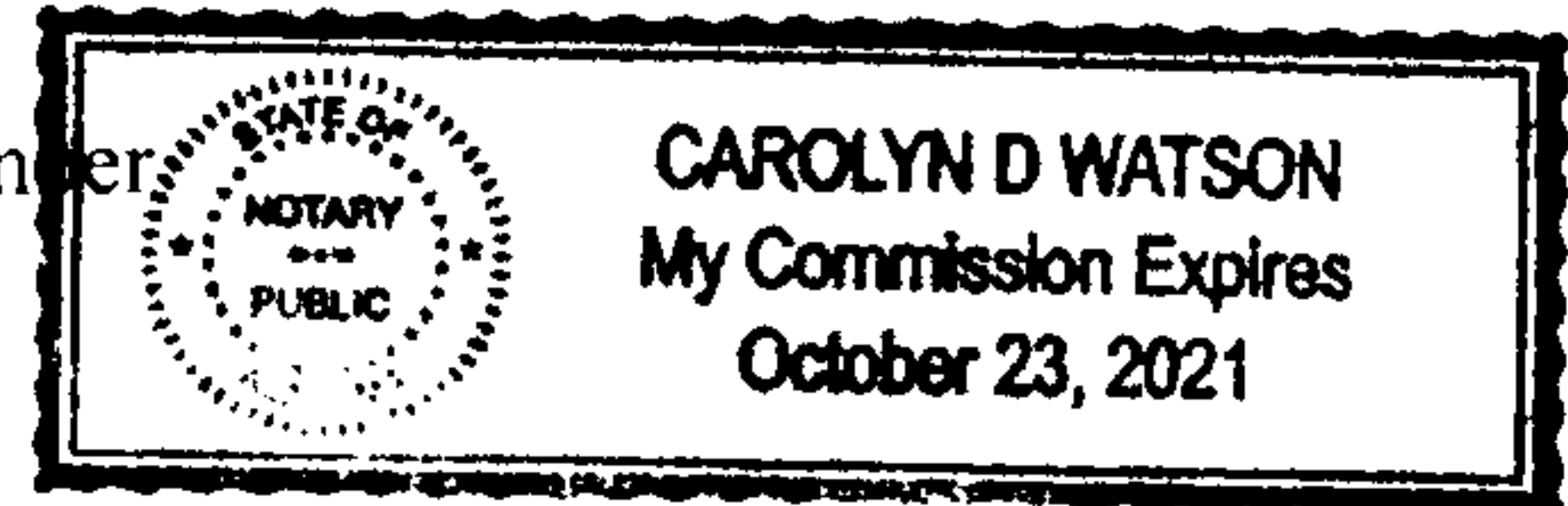
I, *Carolyn D Watson*, a *Notary*, do hereby certify that James Lindsay and NANCY K LINDSAY, a married couple, whose names are signed to the foregoing and who are known to me, acknowledged before me on this day that, being informed of the contents of the Modification Agreement, they executed the same, voluntarily, on the day the same bears date. Given under my hand this

My commission expires:

*Carolyn D Watson*

(Official Seal)

Identification Number:



20181026000379510 2/3 \$298.50  
Shelby Cnty Judge of Probate: AL  
10/26/2018 10:38:53 AM FILED/CERT

LENDER: SouthPoint Bank

*Jimmy C. Maples* 10/18/2018  
By: *Patrick Stodghill* Date  
Its: SVP *Jimmy C. Maples*

**BUSINESS ACKNOWLEDGMENT**

STATE OF ALABAMA )

COUNTY OF *Jefferson* )

I, *Carolyn D Watson*, *Notary* in and for said County and in said State, hereby certify that ~~Patrick Stodghill~~ *Jimmy C. Staples* SVP of SouthPoint Bank, a(n) Alabama State Chartered 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 Chartered Bank.

Given under my hand this the \_\_\_\_\_

My commission expires: \_\_\_\_\_

(Official Seal)



20181026000379510 3/3 \$298.50  
Shelby Cnty Judge of Probate, AL  
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