20100528000169820 1/4 $170.00
Shelby Cnty Judge of Probate, AL
05/28/2010 10:45:38 AM FILED/CERT

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LOAN NUMBER: 8000349

MODIFICATION AGREEMENT - MORTGAGE

4120396.54

THIS MODIFICATION AGREEMENT ("Agreement") is made this 6th day of May, 2010, between R Barry Clements and S Clare Clements, a married couple, whose address is 79 Brook Drive, Birmingham, Alabama 35242 ("Borrower"), and Oakworth Capital Bank whose address is 2100A Southbridge Parkway, Suite 445, Birmingham, Alabama 35209 ("Lender").

Oakworth Capital Bank and Borrower entered into a Mortgage dated July 21, 2009 and recorded on September 10, 2009, in Reel (None), Image Number 20090910000347480, records of County of Shelby, State of Alabama ("Mortgage"). The Mortgage covers the following described real property:

Address: 79 Brook Drive, Birmingham, Alabama 35242
Legal Description: See attached Exhibit A

It is the express intent of the Borrower and Lender to modify the terms and provisions set forth in the Mortgage. Borrower and Lender hereby agree to modify the Mortgage as follows:

- Increase existing real estate mortgage from $200,000.00 to $300,000.00.

Borrower 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 Borrower 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 Borrower who signed the original Mortgage does not sign this Agreement, then all Borrowers 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, Borrower and Lender acknowledge that they have read all the provisions contained in this Agreement, and that they accept and agree to its terms.

R Barry Clements MAY 06 2010 Date

S Clare Clements MAY 06 2010 Date

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ALABAMA)
)
COUNTY OF JEFFERSON)

I, Michael D Mims, a Notary Public, do hereby certify that R Barry Clements and S Clare Clements, 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 6th day of May, 2010.

My commission expires: February 16, 2012

Notary Public residing in Jefferson County.

(Official Seal)

MICHAEL D MIMS NOTARY PUBLIC ALABAMA STATE AT LARGE

Michael D Mims
Notary Public

LENDER: Oakworth Capital Bank

By: Michael D Mims 5-6-10 Date
Its: Managing Director

BUSINESS ACKNOWLEDGMENT

STATE OF ALABAMA)
)
COUNTY OF JEFFERSON)

I, Leann C. Cox, Notary in and for said County and in said State, hereby certify that Michael D Mims, 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 6th day of May, 2010.

My commission expires:

Leann C. Cox
Leann C. Cox

(Official Seal)

THIS INSTRUMENT PREPARED BY:
Oakworth Capital Bank
2100A Southbridge Parkway, Ste 445
Birmingham, AL 35209-0000
Leann Cox

~~AFTER RECORDING RETURN~~ TO:
Oakworth Capital Bank
2100A Southbridge Parkway, Ste 445
Birmingham, AL 35209-0000

EXHIBIT A

SITUATED IN THE COUNTY OF SHELBY AND STATE OF ALABAMA:

LOT E, ACCORDING TO THE SURVEY OF BROOK RIDGE ESTATES, AS RECORDED IN MAP BOOK 17, PAGE 133, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

BEING ALL OF THAT CERTAIN PROPERTY CONVEYED TO S. CLARE CLEMENTS FROM EDWARD J. MARINO, SR., A MARRIED MAN BY DEED DATED 12/04/96 AND RECORDED 12/05/96 IN INSTRUMENT 1996-40018, IN THE LAND RECORDS OF SHELBY COUNTY, ALABAMA.

This report has been Modified from its original version for the purpose of ADDING A MORTGAGE, date of Modification 05/06/10 at 4:25 P.M.

Permanent Parcel Number: 10 6 23 0 001 019 006
S. CLARE CLEMENTS

79 BROOK DRIVE, BIRMINGHAM AL 35242
Loan Reference Number : MIMS / RAWLS
First American Order No: 42029654
Identifier: L/FIRST AMERICAN EQUITY LOAN SERVICES

CLEMENTS
42029654 AL
FIRST AMERICAN ELS
MODIFICATION AGREEMENT

WHEN RECORDED, RETURN TO:
FIRST AMERICAN LENDERS ADVANTAGE
1100 SUPERIOR AVENUE, SUITE 200
CLEVELAND, OHIO 44114
NATIONAL RECORDING - TEAM 1
Accommodation Recording Per Client Request