



20110613000173270 1/6 \$28.00
Shelby Cnty Judge of Probate, AL
06/13/2011 11:17:36 AM FILED/CERT

STATE OF ALABAMA)
 :
SHELBY COUNTY)

This instrument was prepared by:
Daniel D. Sparks
Christian & Small, LLP
1800 Financial Center
505 20th Street North
Birmingham, Alabama 35203

MORTGAGE MODIFICATION AGREEMENT

This Mortgage Modification Agreement is made and entered into this 7th day of June 2011, by and between Mark O. Johnson and wife, Latanya P. Johnson (hereinafter collectively referred to as "**Borrowers**") and First Commercial Bank, a Division of SYNOVUS Bank (hereinafter alternatively referred to as "**FCB**") for the property located at 5813 Loblolly Drive, Birmingham, Alabama 35242.

W I T N E S S E T H

WHEREAS, beginning on February 16, 2004, Mark O. Johnson executed certain promissory notes (collectively, the "**Note**") in the original amount of \$52,000.00 in favor of Coats & Co., Inc.;

WHEREAS, as security for the Note, Mark O. Johnson and Latanya P. Johnson (together, the "**Borrowers**") executed a Mortgage in favor of Coats & Co., Inc., dated February 16, 2004 and recorded in Instrument 20040225000096030 of the Office of the Judge of Probate of Shelby County, Alabama (the "**Mortgage**");

WHEREAS, on or about October 10, 2006 or thereafter, Coats & Co., Inc. did grant, bargain, convey and assign to FCB, its rights in the Note and the Mortgage. The *Assignment of Mortgage and Related Documents* executed to memorialize this transaction was recorded in Instrument Number 20061011000503990 of the Office of the Judge of Probate of Shelby County, Alabama;

WHEREAS, FCB and Mark O. Johnson entered certain Loan Modification Agreements concerning the Note in order to extend the maturity date of Mark O. Johnson's obligations under the Note (the Note, Mortgage and subsequent Loan Modification Agreements and Assignment of Mortgage and Related Documents are herein referred to as the "**Loan Documents**");

WHEREAS, Mark O. Johnson is in material default of the Loan Documents due to non-payment, and/or full maturity and/or other reasons;

WHEREAS, the Borrowers have requested that FCB modify the terms and conditions of the Loan Documents, including maturity of all of the above-referenced indebtedness;

NOW, THEREFORE, it is hereby agreed as follows:

1.

The Mortgage is herein amended and modified such that Subsection (C) of the DEFINITIONS Section of the Mortgage is stricken and, in its place, shall read the following:

(C) "**Lender**" is First Commercial Bank, a Division of SYNOVUS Bank. Lender is a corporation organized and existing under the laws of Alabama. Lender's address is 800 Shades Creek Parkway, Birmingham, Alabama 35202. Lender is the mortgagee under this Security Instrument.

2.

The Mortgage is herein amended and modified such that Subsection (C) of the DEFINITIONS Section of the Mortgage is stricken and, in its place, shall read the following:

(D) "**Note**" means the promissory notes signed by Mark O. Johnson and dated February 16, 2004, as amended by certain Loan Modification Agreements, by the Forbearance Agreement and Release entered by and between the Borrowers and Lender on June 7, 2011 and by the Note Modification Agreement entered by and between the Borrowers and Lender on June 7, 2011.

3.

The Mortgage is herein amended and modified such that the TRANSFER OF RIGHTS IN THE PROPERTY Section of the Mortgage shall read as follows:

This Security instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of this Note; and (ii) the performance of Borrowers' covenants and agreements under this Security Instrument and the Note. For this purpose, Borrowers irrevocably mortgage, grant and convey to Lender with power of sale, the following described property located in the County of Shelby:

LOT 3, ACCORDING TO THE SURVEY OF EMERALD MOUNTAIN AT MEADOWBROOK SECTOR ONE, AS RECORDED IN MAP BOOK 22, PAGE 84, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

THIS IS A PURCHASE MONEY SECOND MORTGAGE,

which currently has the address of 5813 Loblolly Drive,
Birmingham, Alabama 35242.

4.

The Mortgage is herein amended and modified such that the NON-UNIFORM COVENANTS Section of the Mortgage shall read as follows:

Borrowers and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrowers prior to acceleration following Borrowers' breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 10 days from the date the notice is given to Borrowers, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrowers of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrowers to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorney's fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give a copy of a notice to Borrowers in the manner provided in Section 15. Lender shall publish the notice of sale once a week for three consecutive weeks in a newspaper published in Shelby County, Alabama, and thereupon shall sell the property to the highest bidder at public auction at the front door of the County Courthouse of Shelby County. Lender shall deliver to the purchaser Lender's deed conveying the Property. Lender or its designee may purchase the Property at any sale. Borrowers covenants and agrees that the proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to reasonable attorney's fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.


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5.

All other terms and provisions of the Mortgage not herein specifically amended and modified shall remain in full force and effect as originally set forth in the respective documents. Nothing contained herein shall be understood or construed to be a satisfaction or release in whole or in part of the Mortgage.

In witness whereof, the undersigned parties have hereunto set their hands and affixed their seals as of the day and year first above written.


AS TO BORROWERS:
Signed, sealed and delivered in the presence of:

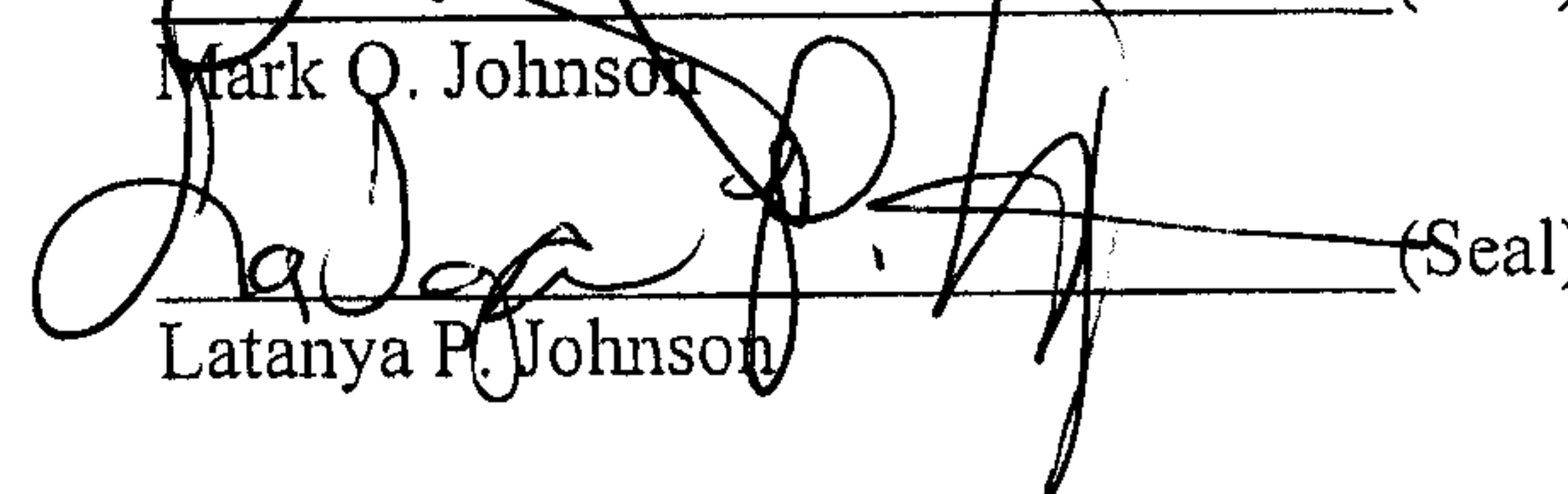


Witness


Witness

BORROWER



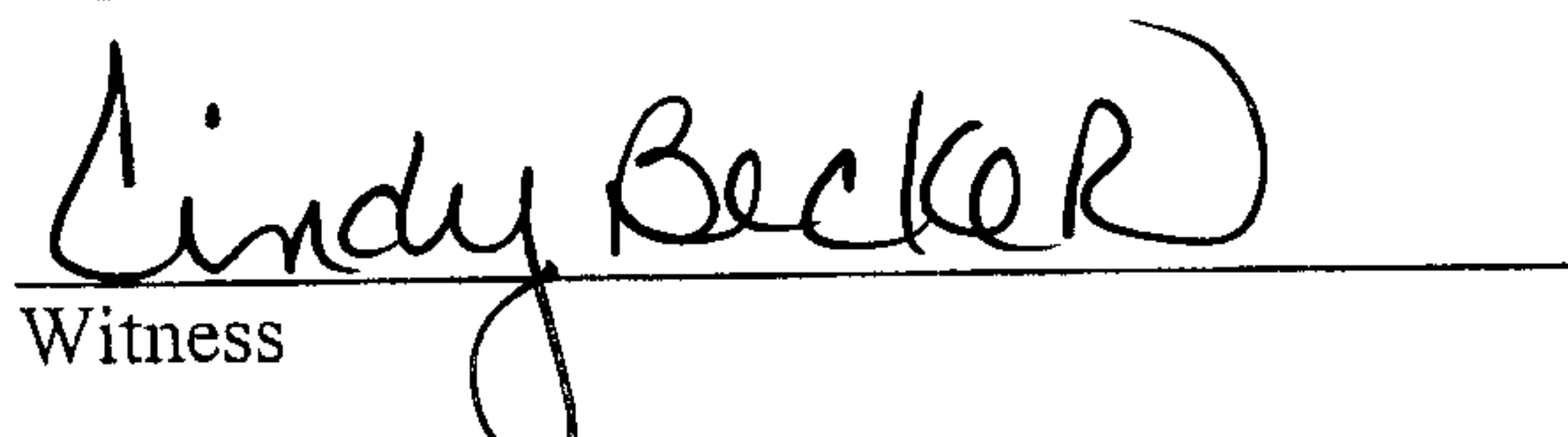
Mark O. Johnson (Seal)


Latanya P. Johnson (Seal)

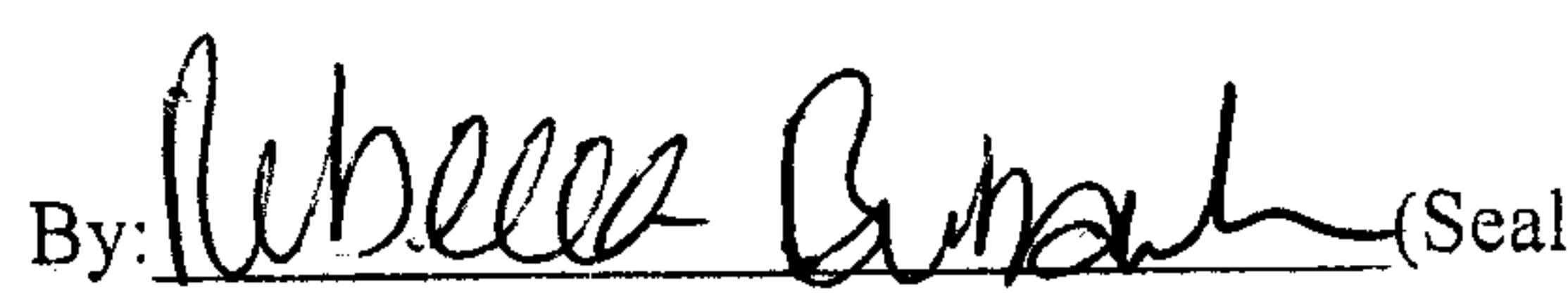
In witness whereof, the undersigned parties have hereunto set their hands and affixed their seals as of the day and year first above written.

AS TO FIRST COMMERCIAL BANK,
A DIVISION OF SYNOVUS BANK:

Signed, sealed and delivered in the presence of:



Cindy Becker
Witness

By: 

Rebecca Burbank (Seal)
Title: officer




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ACKNOWLEDGEMENT AS TO BORROWERS

STATE OF ALABAMA)
 :
JEFFERSON COUNTY)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Mark O. Johnson, 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 and official seal this 7th day of June, 2011.



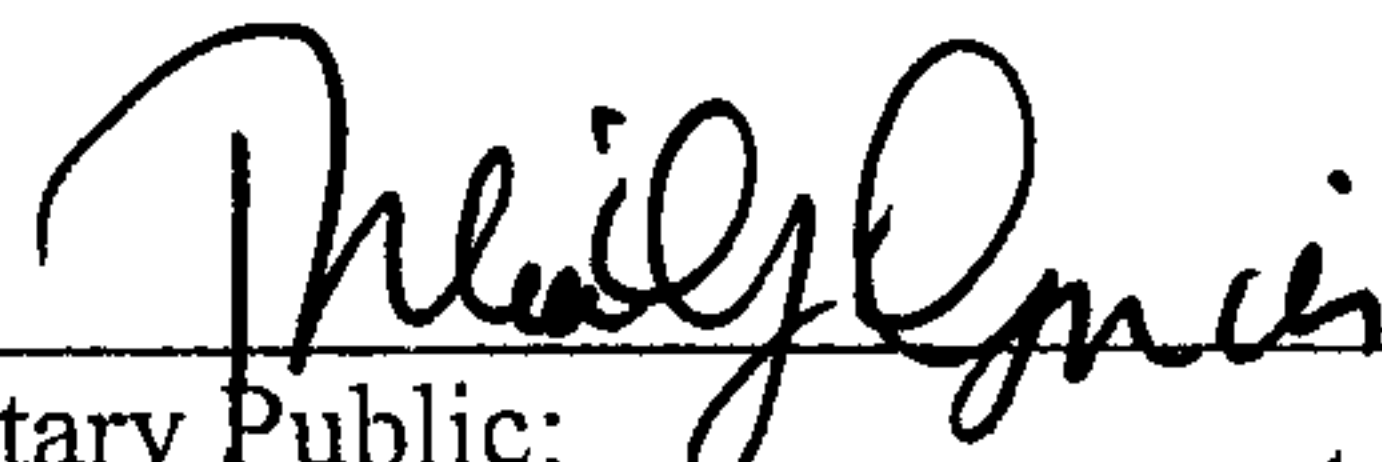
Notary Public:
My Commission Expires: 4/9/2013

ACKNOWLEDGEMENT AS TO BORROWERS

STATE OF ALABAMA)
 :
JEFFERSON COUNTY)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Latanya P. Johnson, 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 she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 7th day of June, 2011.



Notary Public:
My Commission Expires: 4/9/2013

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ACKNOWLEDGEMENT AS TO LENDER

STATE OF ALABAMA)
 :
Jefferson COUNTY)

I, the undersigned Notary Public, in and for said County, in said State, hereby certify that Rebecca Burbank, whose name as Officer of First Commercial Bank, A Division of SYNOVUS Bank, a corporation, and who is known to me, acknowledged before me on this day that he, being informed of the contents of said Mortgage Modification Agreement, he, as such officer, and with full authority, executed the same voluntarily, as an act of said corporation.

Given under my hand and official seal this 7th day of June, 2011.

Laura J. Knight
Notary Public:

My Commission Expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Mar 15, 2015
BONDED THRU NOTARY PUBLIC UNDERWRITERS