

This instrument was prepared by:
First Commercial a div Synovus Bank
1148 Broadway
Columbus, GA 31901

Return to:
Synovus Atlanta Loan Operations
1750 Founders Parkway Suite 150
Alpharetta, Ga 30004

20120531000192770 1/1 \$65.50
Shelby Cnty Judge of Probate, AL
05/31/2012 02:05:01 PM FILED/CERT

**FIRST COMMERCIAL A DIV SYNOVUS BANK
MODIFICATION AGREEMENT**

Alabama, **SHELBY**

THIS AGREEMENT made and entered into this date: **4/27/2012** by and between **Todd A. Poljacik, a married man, and Cindy Poljacik a/k/a Cynthia c Poljacik** (hereinafter designated "Grantor"), and **First Commercial a div Synovus Bank** (hereinafter designated "Grantee"),

WITNESSETH THAT:

By Alabama Mortgage dated **11/23/2011** and recorded in Mortgage Book **20111212000374540**, Page(s) **1-5**, **Shelby** County, Alabama (briefly identified as **Lot 215, Amended Map of Riverwoods, 2nd Sector**) to secure loans and advances made to Grantor on a **\$20,000.00** line of credit (the "Credit Line"); **02/06/2012, Inst # 20120329000107810 Page 1, Increased to \$25,000.00** pursuant to a certain Home Equity Line Account Agreement between Grantee and Grantor dated concurrently with said Mortgage, and to secure any extension and/or renewals thereof and any other indebtedness which Grantor might thenceforth owe to Grantee. Alabama's mortgage tax on long-term notes secured by real estate, based upon the full amount of said Credit Line, was duly paid prior to the filing of said Mortgage.

By mutual agreement of the parties and for valuable considerations moving from each to the other, said Credit Line is and has been **increased** by the sum of **\$10,000.00** so that the Credit Line secured by said Mortgage now amounts to **\$35,000.00** and said Home Equity Line Agreement and said Mortgage are hereby amended accordingly.

Maturity Date: **4/20/2022**

An additional Alabama's mortgage tax, based upon the amount of said increase, is paid hereon prior to filing this Agreement for record in said Probate Judge's office.

This Mortgage Modification Agreement supplements the Mortgage including all addendums and exhibits thereto, and all of the terms and conditions of the Mortgage apply to this Mortgage Modification Agreement; providing that to the extent there is a conflict between this Mortgage Modification Agreement and the Mortgage, the terms herein shall control. All capitalized terms used but not otherwise defined here, shall have the meanings assigned thereto in the Mortgage.

As of the date hereof, all of the provisions of this Mortgage Modification Agreement shall be deemed to be incorporated into and made a part of the Mortgage, and the Mortgage, as amended by this Mortgage Modification Agreement, shall be read, taken and construed as one and the same instrument. Except as otherwise expressly modified herein, the Mortgage shall remain in full force and effect and is hereby ratified.

IN WITNESS WHEREOF, Grantor has hereunto set his hand and affixed his seal the day and year above first written; and **First Commercial a div Synovus Bank** has caused this Agreement to be executed on its behalf, by its proper officers, duly authorized so to do, under the corporate seal, the day and year first above written.

Grantor: Todd A. Poljacik
Todd A. Poljacik

Grantor: Cindy Poljacik a/k/a Cynthia c Poljacik
Cindy Poljacik a/k/a Cynthia c Poljacik

By: **First Commercial a div Synovus Bank**
Name: Greg Maercker
Greg Maercker
Title: Sr, Vice President,

Signed, sealed and delivered in the presence of:
Sarah N. Weber
Witness
Sarah N. Weber
Notary Public
Shelby County, AL 10-16-2012