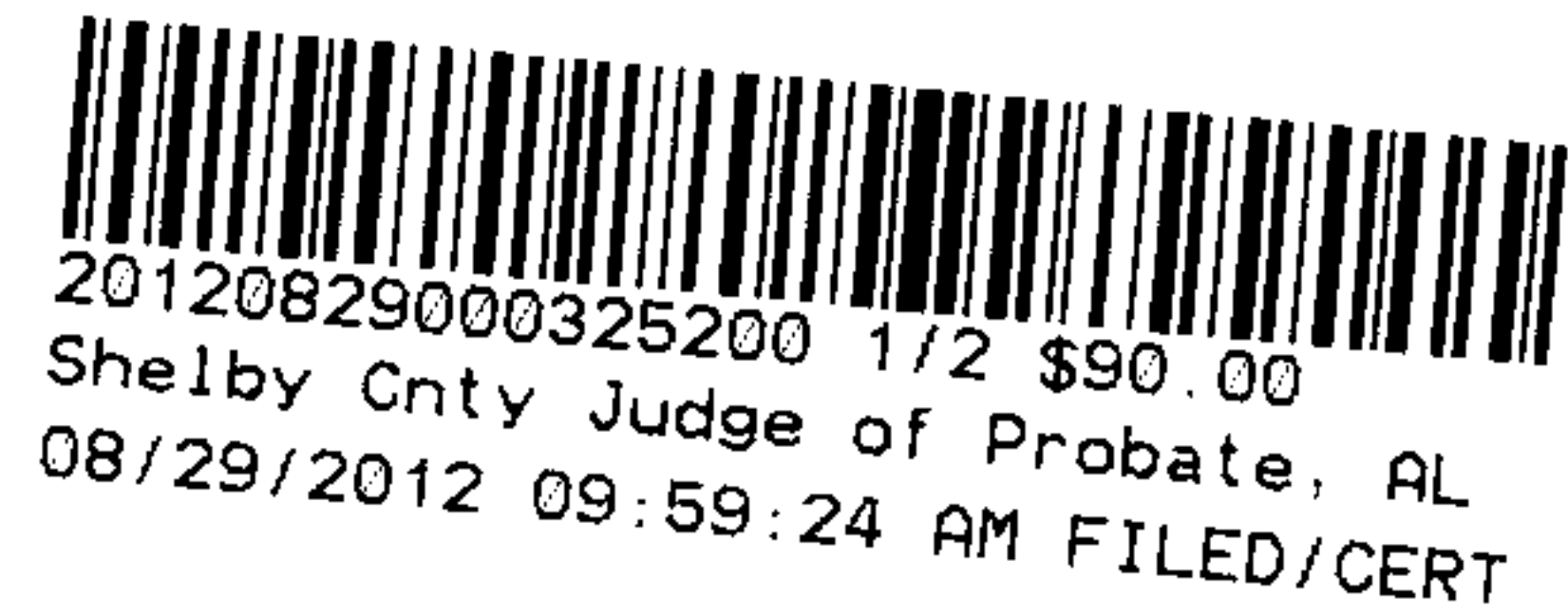


RECORDATION REQUESTED BY:

National Bank of Commerce
Private Banking - Main Office
813 Shades Creek Parkway
Suite 100
Birmingham, AL 35238



WHEN RECORDED MAIL TO:

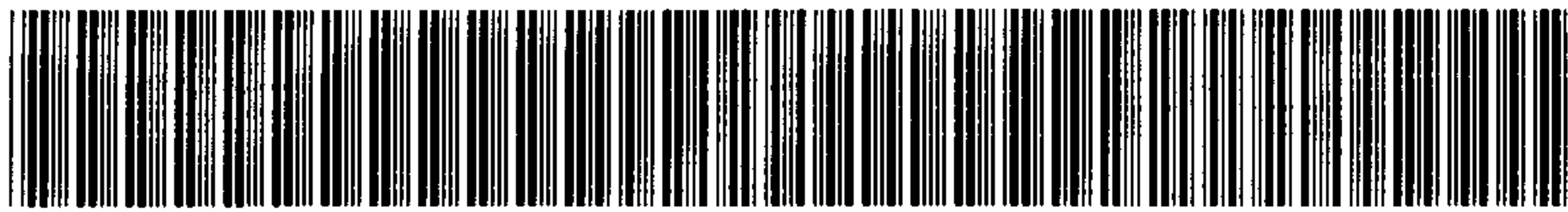
National Bank of Commerce
P.O. Box 381748
Birmingham, AL 35238

SEND TAX NOTICES TO:

Frederick A Hensley Jr
Theresa A Hensley
1444 Legacy Drive
Birmingham, AL 35242

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE



000000000008028265074008152012

Notice: The original principal amount available under the Note (as defined below), which was \$100,000.00 (on which any required taxes already have been paid), now is increased by an additional \$50,000.00.

THIS MODIFICATION OF MORTGAGE dated August 15, 2012, is made and executed between Frederick A Hensley Jr, whose address is 1444 Legacy Drive, Birmingham, AL 35242 and Theresa A Hensley, whose address is 1444 Legacy Drive, Birmingham, AL 35242; husband and wife (referred to below as "Grantor") and National Bank of Commerce, whose address is 813 Shades Creek Parkway, Suite 100, Birmingham, AL 35238 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated December 2, 2011 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

recorded on 12/28/2011 in instrument number 20111228000393390 in the Shelby County Judge of Probate, AL.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in Shelby County, State of Alabama:

Lot 618, according to the Survey of Greystone Legacy 6th Sector, as recorded in Map Book 29, page 21, in the Probate Office of Shelby County, Alabama.

The Real Property or its address is commonly known as 1444 Legacy Drive, Birmingham, AL 35242.

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

The Mortgage secures the note or credit agreement dated December 02, 2011 from Frederick A Hensley Jr and Theresa A Hensley, a married couple ("Borrower") to Lender ("the Note"), which is being modified by the Change In Terms Agreement between Borrower and Lender dated the same date as this Modification (the "Change in Terms Agreement"). The Mortgage, as modified hereby, shall secure the Note as modified by the Change in Terms Agreement and any and all previous and future renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Note.

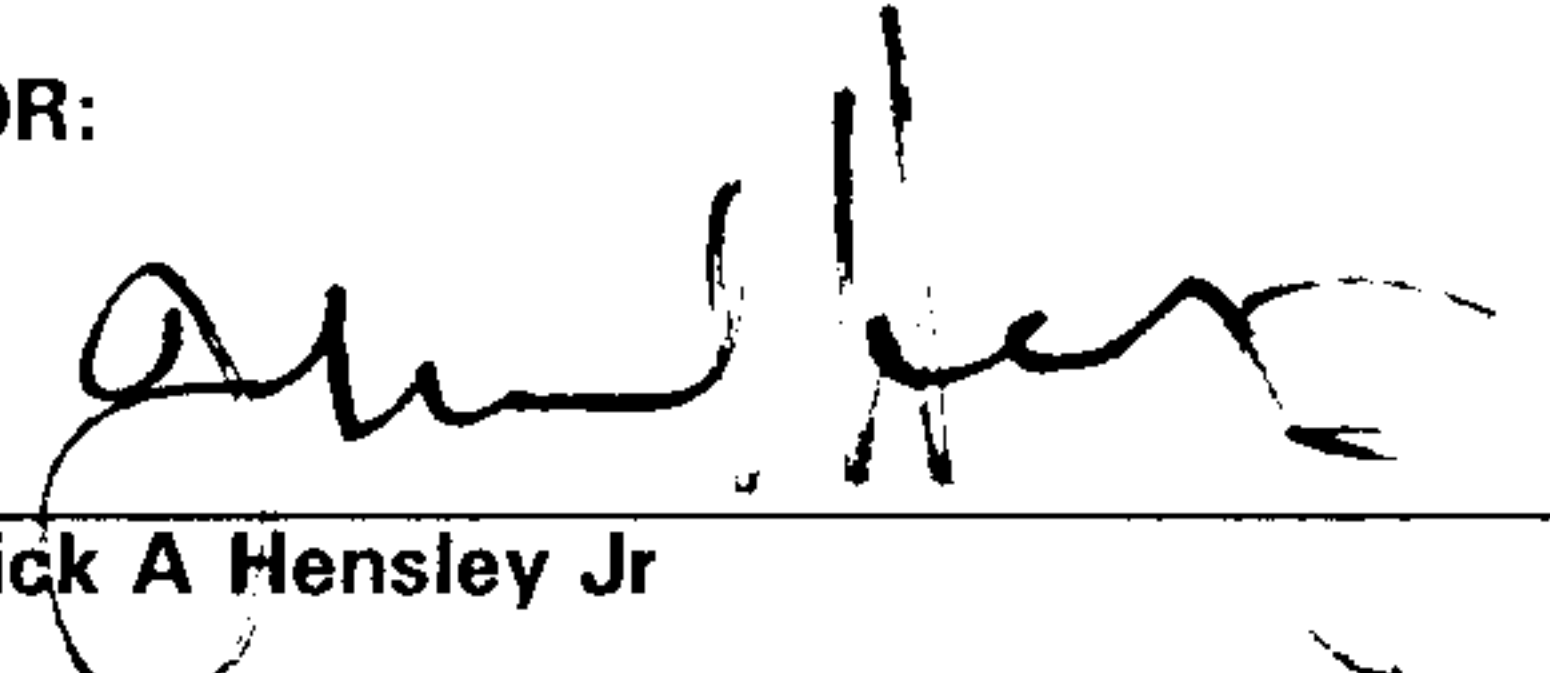
The principal amount available under the Note, which originally was \$100,000.00 (on which any required taxes already have been paid), now is increased to \$150,000.00.


CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorser to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification 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.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED AUGUST 15, 2012.

THIS MODIFICATION IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MODIFICATION IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

GRANTOR:

X  (Seal)
Frederick A Hensley Jr

X  (Seal)
Theresa A Hensley



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Loan No: 8028265

MODIFICATION OF MORTGAGE
(Continued)

Page 2

LENDER:

NATIONAL BANK OF COMMERCE

X *Stratton Fowlkes* (Seal)
Stratton Fowlkes, Senior Vice President

20120829000325200 2/2 \$90.00
Shelby Cnty Judge of Probate, AL
08/29/2012 09:59:24 AM FILED/CERT

This Modification of Mortgage prepared by:

Name: Melissa Benson, Private and Professional Banking Assist
Address: PO Box 381748
City, State, ZIP: Birmingham , AL 35238

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Jefferson)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **Frederick A Hensley Jr and Theresa A Hensley, husband and wife**, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of said Modification, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 15th day of August, 20 12.

Lisa A. Kimbly
Notary Public

My commission expires My Commission expires on 12/14/2012

LENDER ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Shelby)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **Stratton Fowlkes** whose name as **Senior Vice President** of **National Bank of Commerce** is signed to the foregoing Modification and who is known to me, acknowledged before me on this day that, being informed of the contents of the Modification of Mortgage, he or she, in his or her capacity as such **Senior Vice President** of **National Bank of Commerce**, executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 15th day of August, 20 12.

Melissa Benson
Notary Public

My commission expires MELISSA B. BENSON
Notary Public
State of Alabama
MY COMMISSION EXPIRES: APR 24, 2016