


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

AFTER RECORDING RETURN TO:
Oakworth Capital Bank
2100A Southbridge Parkway, Suite 445
Birmingham, AL 35209


20120919000357080 1/5 \$25.00
Shelby Cnty Judge of Probate, AL
09/19/2012 12:30:07 PM FILED/CERT

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LOAN NUMBER: 8000596

MODIFICATION AGREEMENT - MORTGAGE

THIS MODIFICATION AGREEMENT ("Agreement") is made this 8th day of August, 2012, between David B Wilhelm and Debra J Wilhelm, a married couple, whose address is 5061 Greystone Way, Birmingham, Alabama 35242 ("Mortgagor"), and Oakworth Capital Bank whose address is 2100A Southbridge Parkway, Suite 445, Birmingham, Alabama 35209 ("Lender").

Oakworth Capital Bank and Mortgagor entered into a Mortgage dated July 7, 2011 and recorded on July 18, 2011, in Reel (None), Image Number 20110718000209200, records of County of Shelby, State of Alabama ("Mortgage"). The Mortgage covers the following described real property:

Address: 5061 Greystone Way, Birmingham, Alabama 35242

Legal Description: See attached Exhibit A

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:

- Decrease the maximum principal amount (credit limit) from \$540,000.00 to \$73,500.00..

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

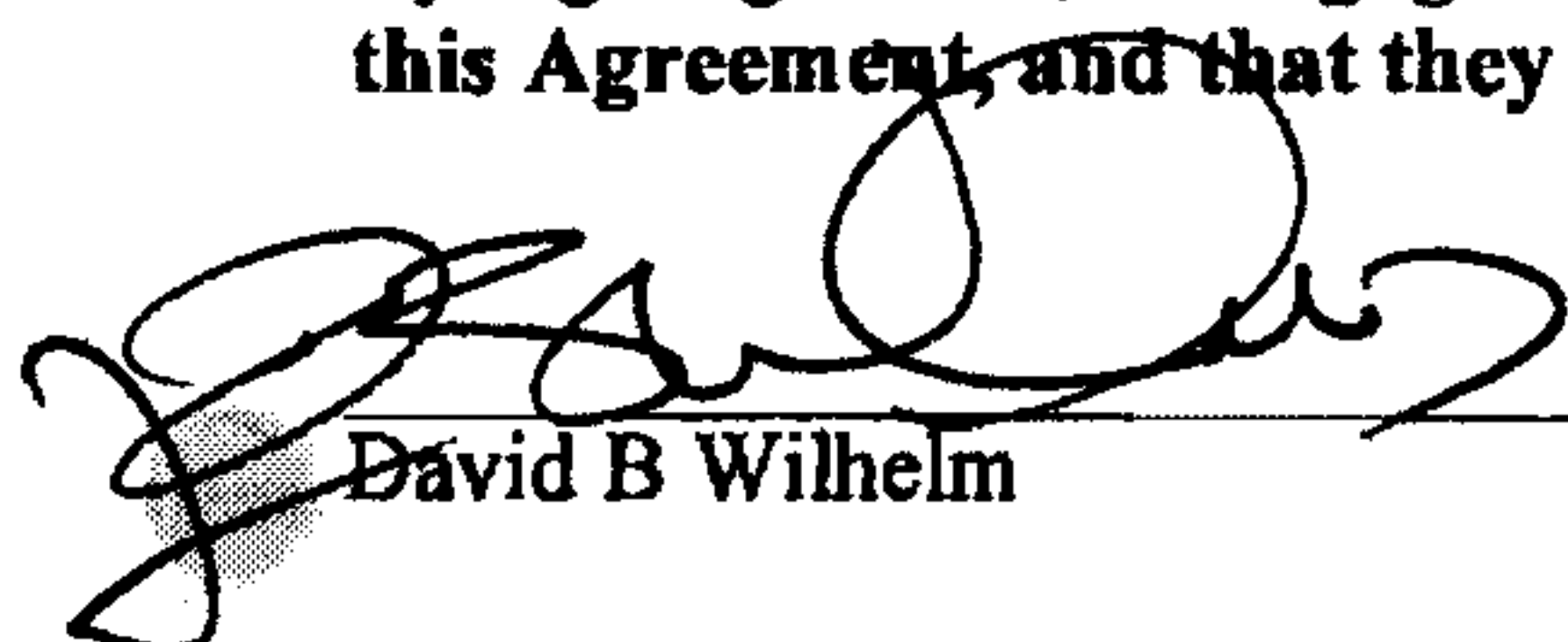


non-signing person consents to the changes and provisions of this Agreement or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

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.

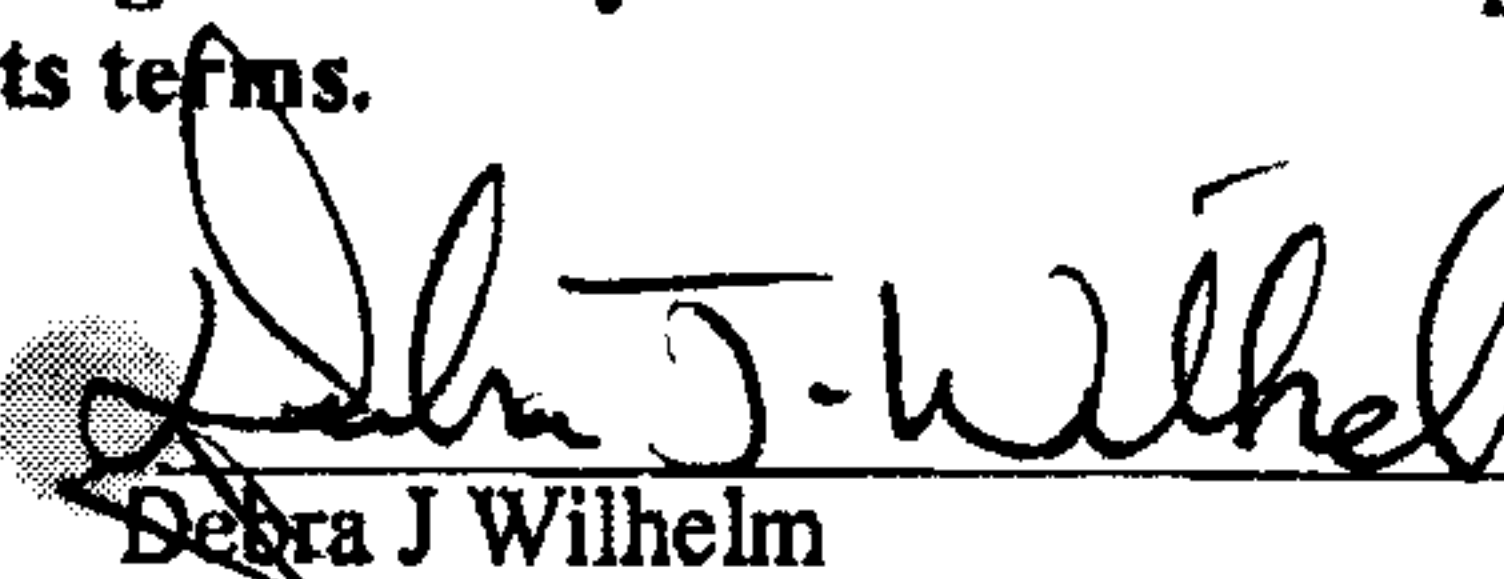
By signing below, Mortgagor and Lender acknowledge that they have read all the provisions contained in this Agreement, and that they accept and agree to its terms.



David B Wilhelm

AUG 08 2012

Date



Debra J Wilhelm

AUG 08 2012

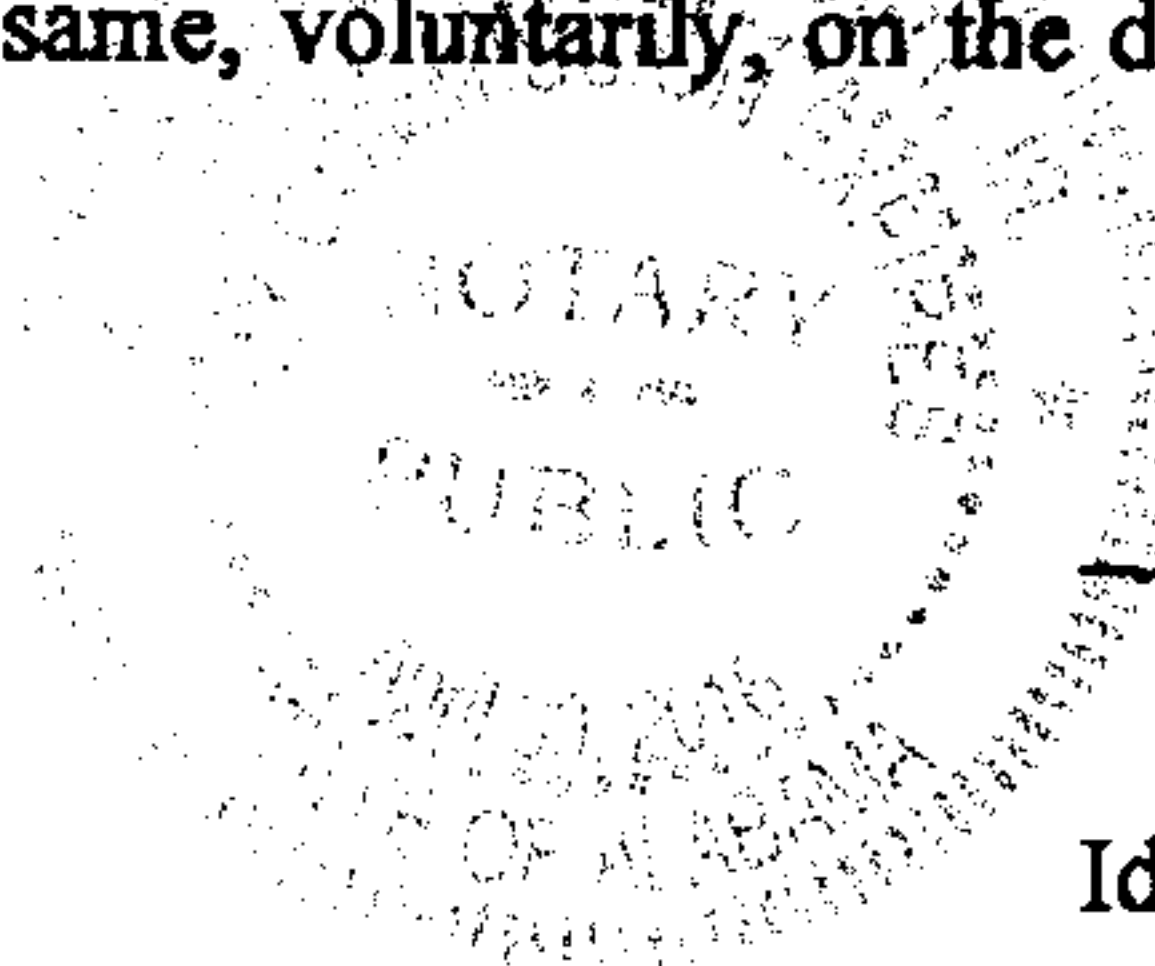
Date

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ALABAMA)
COUNTY OF Shelby)

I, Charles D. Stewart, Jr., a Notary Public, do hereby certify that David B Wilhelm and Debra J Wilhelm, 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 8th day of August, 2012.

My commission expires:



Identification Number

(Official Seal)

LENDER: Oakworth Capital Bank

By: James D Williams Date
Its: Managing Director



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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.

David B Wilhelm Date AUG 08 2012 Debra J Wilhelm Date AUG 08 2012

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ALABAMA)
COUNTY OF)

I, _____, a _____, do hereby certify that David B Wilhelm and Debra J Wilhelm, 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 8th day of August, 2012.

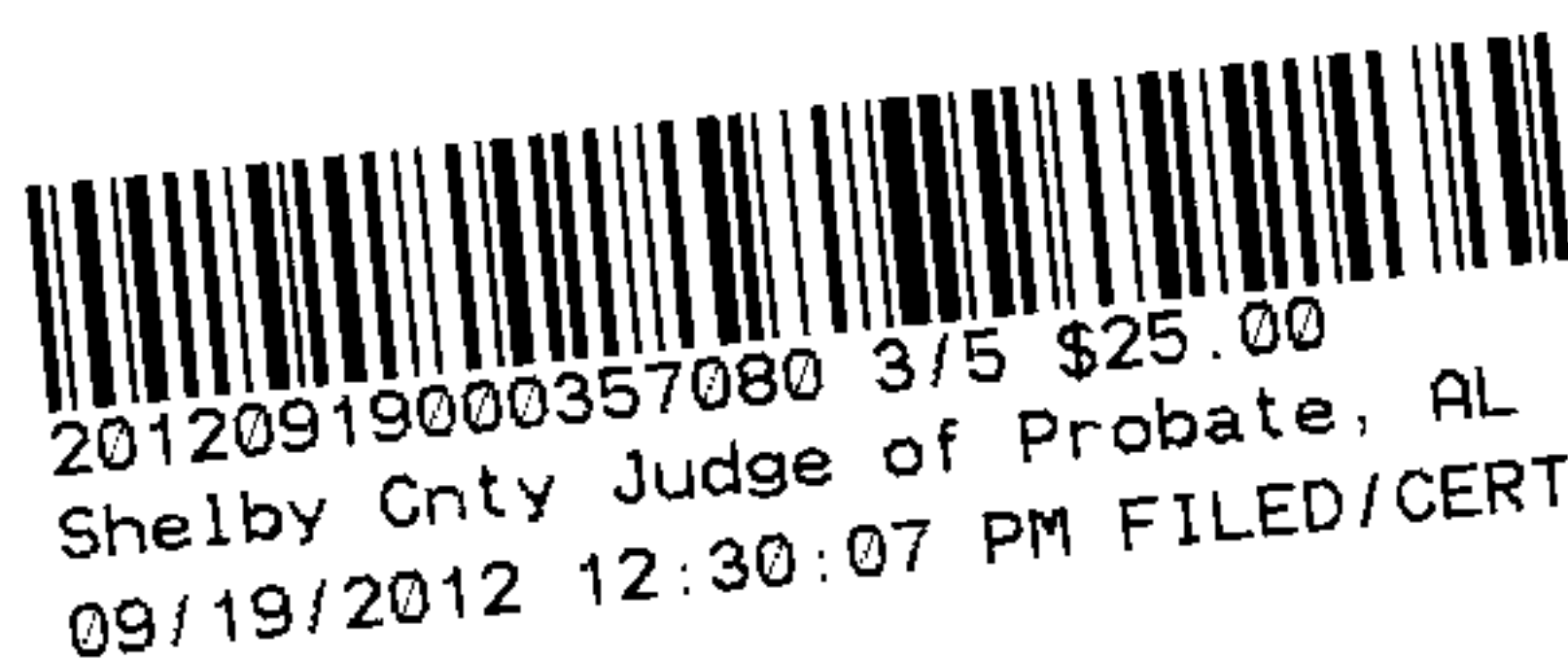
My commission expires:

Identification Number

(Official Seal)

LENDER: Oakworth Capital Bank

By: James D Williams 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 James D Williams, 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 8th day of August, 2012.

My commission expires:

MY COMMISSION EXPIRES: Aug 5, 2013
BONDED THROUGH NOTARY PUBLIC UNDER \$25.00

Leann C. Cox

(Official Seal)

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EXHIBIT A
LEGAL DESCRIPTION

LOT 46. ACCORDING TO THE SURVEY OF GREYSTONE 4TH SECTOR, AS RECORDED IN MAP BOOK 16, PAGE 89 A, B & C, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.



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