

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

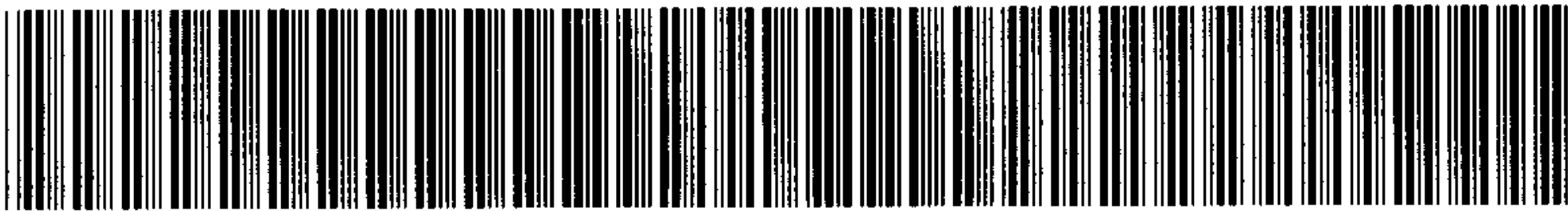
SEND TAX NOTICES TO:

Judith Johnson Cross
11 The Oaks Circle
Birmingham, AL 35244

20121210000471050 1/2 \$90.00
Shelby Cnty Judge of Probate, AL
12/10/2012 10:36:07 AM FILED/CERT

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE



000000000008026795074011192012

THIS MODIFICATION OF MORTGAGE dated November 19, 2012, is made and executed between Judith Johnson Cross, single person, whose address is 11 The Oaks Circle, Birmingham, AL 35244; (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 March 5, 2012 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded on 03/16/2012 instrument 20120316000092600 in the Shelby County Judge of Probate, Alabama.

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

Lot 11, together with an undivided 1/43rd interest in Lot 44 (common area), according to the Map of The Oaks, recorded in Map Book 10, Page 89, in the Office of the Judge of Probate of Shelby County, Alabama

The Real Property or its address is commonly known as 11 The Oaks Circle, Birmingham, AL 35244.

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

The Mortgage secures the Note or Credit Agreement dated 03/05/2012 from Judith Johnson Cross, a single person ("Borrower") to Lender ("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, refinancing of, consolidations of, and substitutions for the Note.

The Principal amount available under the Note, which originally was \$150,000.00 on 03/05/2012 (on which any required taxes already have been paid), now is being increased to \$200,000.00.

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 NOVEMBER 19, 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:

 (Seal)
Judith Johnson Cross

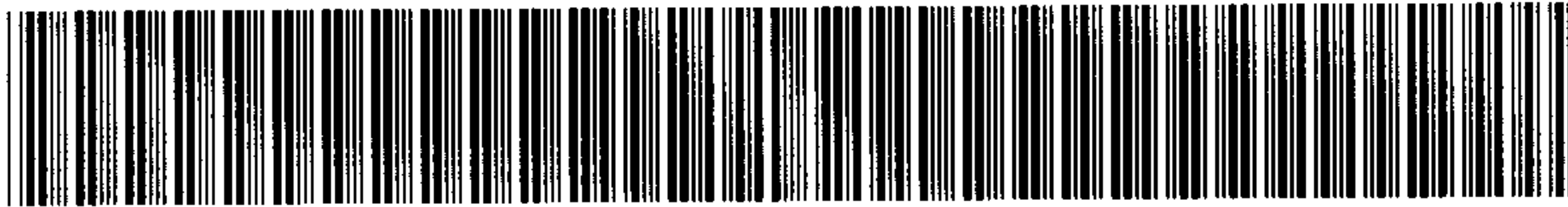
LENDER:

NATIONAL BANK OF COMMERCE

X  (Seal)
Jim Beatty, Vice President - Private Banking

This Modification of Mortgage prepared by:

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



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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama

COUNTY OF Shelby

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I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **Judith Johnson Cross, a single person**, 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 said Modification, he or she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 19 day of November, 20 12.

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

Melissa B. Benson
Notary Public

My commission expires

LENDER ACKNOWLEDGMENT

STATE OF Alabama

COUNTY OF Shelby

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) SS
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I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **Jim Beatty** whose name as **Vice President - Private Banking 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 **Vice President - Private Banking of National Bank of Commerce**, executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 19 day of November, 20 12.

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

Melissa B. Benson
Notary Public

My commission expires



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