

The Principal Balance available under the Note remains unchanged from the original amount of \$40,000.00 (On which all required taxes have already been paid).

RECORDATION REQUESTED BY:

National Bank of Commerce
Main Office - Birmingham
813 Shades Creek Parkway
Birmingham, AL 35209

WHEN RECORDED MAIL TO:

National Bank of Commerce
Main Office - Birmingham
813 Shades Creek Parkway
Birmingham, AL 35209

SEND TAX NOTICES TO:

National Bank of Commerce
Main Office - Birmingham
813 Shades Creek Parkway
Birmingham, AL 35209



20130423000164930 1/2 \$75.00
Shelby Cnty Judge of Probate, AL
04/23/2013 01:11:51 PM FILED/CERT

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE



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THIS MODIFICATION OF MORTGAGE dated April 15, 2013, is made and executed between Nannette S Sheaffer and Steven S Sheaffer, whose address is 845 Meadow Ridge Lane, Birmingham, AL 35242; a married couple (referred to below as "Grantor") and National Bank of Commerce, whose address is 813 Shades Creek Parkway, Birmingham, AL 35209 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated December 9, 2005 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded on 01/03/2006 in Instrument #20060103000001310 in the Judge of Probate Office of Shelby County, Alabama.

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

Lot 38, according to the Map of Meadow Brook Cluster Homes, 2nd Sector, as recorded in Map Book 22, page 110, in the Probate Office of Shelby County, Alabama.

The Real Property or its address is commonly known as 845 Meadow Ridge Lane, Birmingham, AL 35242.

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

The Mortgage secures the note or credit agreement dated December 9, 2005 from Nannette S. Sheaffer and Steven S. Sheaffer, a married couple ("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, refinancings of, consolidations of, and substitutions for the Note.

EXTENSION OF MATURITY DATE

The maturity date of the Note is extended to 05/20/2018 as evidenced by the Change In Terms Agreement dated 04/15/2013.

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 endorsers 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 APRIL 15, 2013.

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 Nannette S Sheaffer (Seal)
Nannette S Sheaffer

x Steven S Sheaffer (Seal)
Steven S Sheaffer

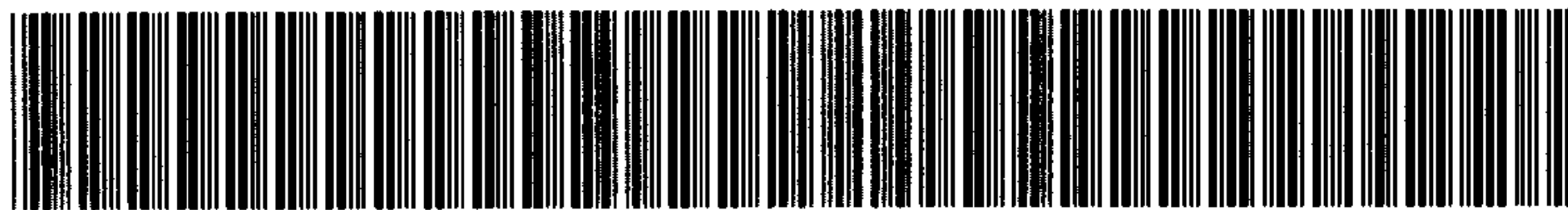
LENDER:

NATIONAL BANK OF COMMERCE

x Gary Wood (Seal)
Gary Wood, Senior Vice President

This Modification of Mortgage prepared by:

Name: Patricia Neporadny, Loan Operations Documentation Specialist
Address: P.O. Box 381748
City, State, ZIP: Birmingham, AL 35238



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**MODIFICATION OF MORTGAGE
(Continued)**

Loan No: 8000168

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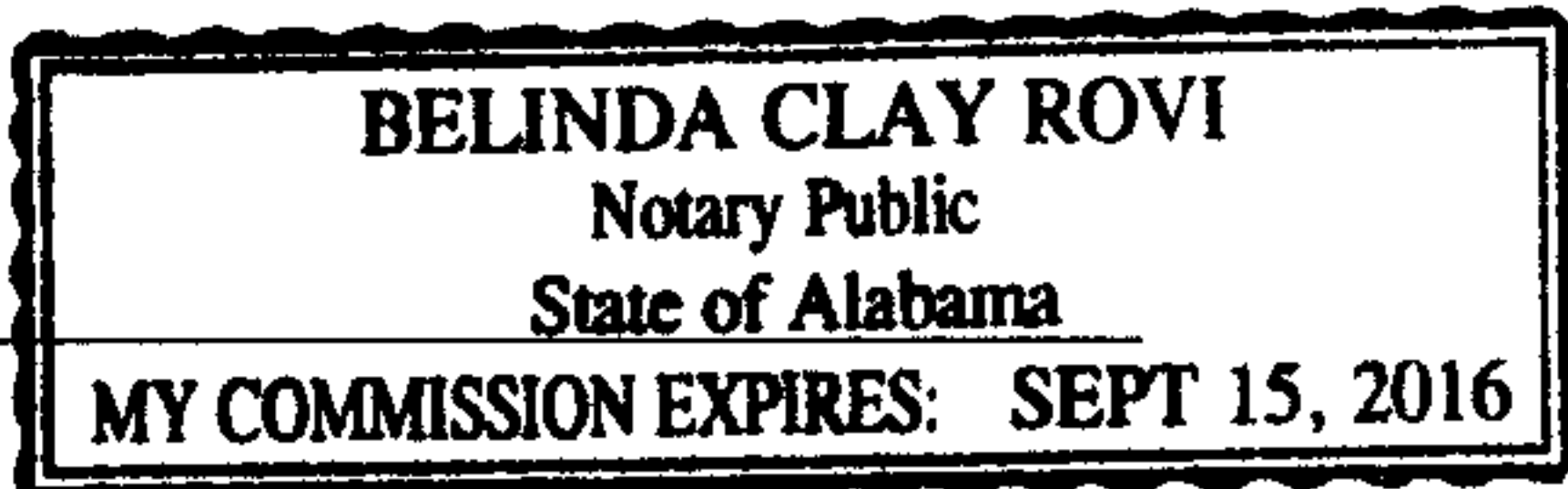
INDIVIDUAL ACKNOWLEDGMENT

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 **Nannette S Sheaffer and Steven S Sheaffer, a married couple**, 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 April, 2013
Belinda Clay Rovi
Notary Public

My commission expires



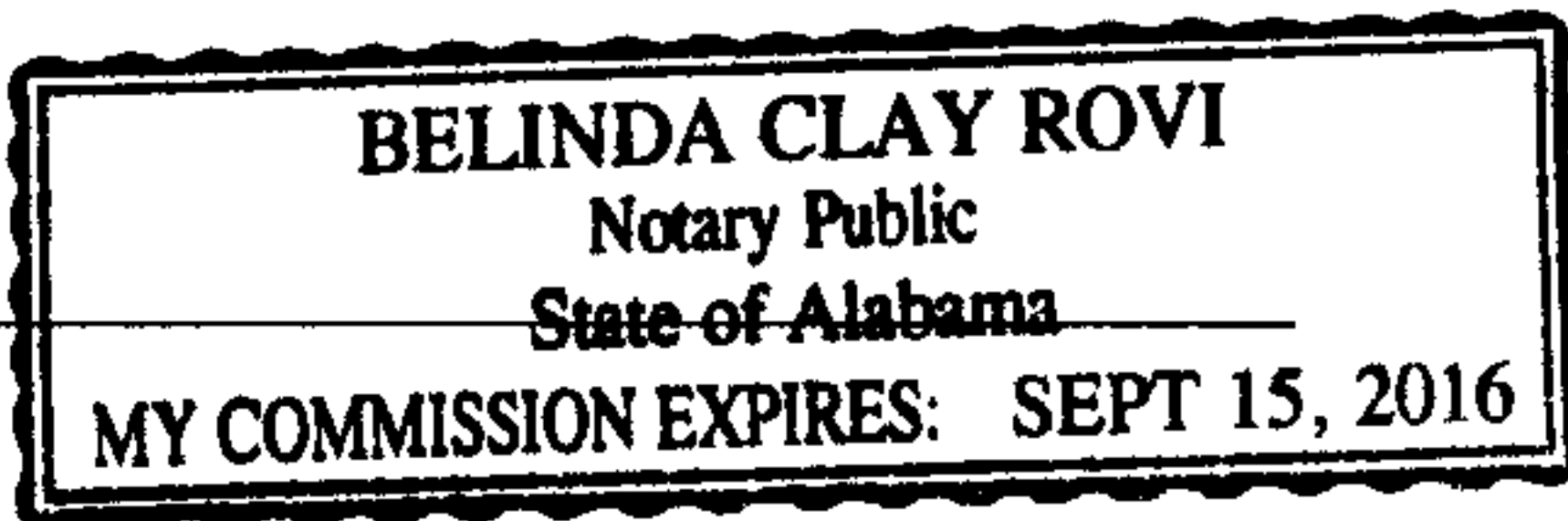
LENDER ACKNOWLEDGMENT

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 **Gary Wood** 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 April, 2013
Belinda Clay Rovi
Notary Public

My commission expires



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