


THIS INSTRUMENT PREPARED BY:
First Partners Bank - Wendy M Fields
905 Montgomery Hwy
Suite 101
Birmingham, AL 35216-0000


20130924000385070 1/3 \$418.55
Shelby Cnty Judge of Probate, AL
09/24/2013 03:07:24 PM FILED/CERT

AFTER RECORDING RETURN TO:
First Partners Bank
Wendy M Fields
905 Montgomery Hwy
Suite 101
Birmingham, AL 35216-0000

(Space Above This Line For Recording Data)

LOAN NUMBER: 400184600

MODIFICATION AGREEMENT - MORTGAGE

THIS MODIFICATION AGREEMENT ("Agreement") is made this 8th day of April, 2013, between Ira Marks Davidson, a married couple, whose address is 427 Perkins Landing Cove, Columbiana, Alabama 35051, and Charlotte A Davidson, a married couple, whose address is 427 Perkins Landing Cove, Columbiana, Alabama 35051 ("Mortgagor"), and First Partners Bank whose address is 905 Montgomery Hwy, Suite 101, Birmingham, Alabama 35216 ("Lender").

First Partners Bank and Mortgagor entered into a Mortgage dated April 8, 2013 and Shelby County Judge of Probate, records of County of Shelby, State of Alabama ("Mortgage"). The Mortgage covers the following described real property:

Address: Lot 24 Perkins Landing, 123 Perkins Point, Columbiana, Alabama 35051-5039

Legal Description: Lot 24, according to the survey of Perkins Landing, Sectors 1 & 2, a condominium, in Shelby County, Alabama, as established by that certain Declaration of Condominium as recorded in instrument 2000-24647, and Articles of Incorporation of Perkins Landing Residential Association, Inc. as recorded in Instrument 2000-24648 in the Probate Office of Shelby County, Alabama together with an undivided 1/51 interest in the common elements of Perkins Landing Sectors 1 & 2, a Condominium as set out in the Declaration of Condominium and according to the Survey of Perkins Landing Sectors 1 & 2, a Condominium, recorded in Map 27, Page 33, and that certain Resurvey of Lots 14, 15, 28, 29 and common area E as recorded in Map 27, Page 130, in the Probate Office of Shelby County, Alabama.

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:

- Increase of Loan from \$210,000.00 to \$280,000.00.

Maturity Date 6-30-2013 Balance \$ 265,669.59

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.



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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.

Ira Marks Davidson 4/8/2013
Individually Date

Charlotte A. Davidson 4/8/13
Individually Date

Witnessed by: WF

Name: _____ Date _____

Name: _____ Date _____

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ALABAMA)
COUNTY OF Jefferson)

I, Wendy M. Fields, a Notary Public, do hereby certify that Ira Marks Davidson, a married couple, and Charlotte A Davidson, 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

My commission expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Aug 1, 2015
BONDED THRU NOTARY PUBLIC UNDERWRITERS

Wendy M. Fields

Identification Number

(Official Seal)



LENDER: First Partners Bank

By: Chris Cotton
Its: Loan Officer

Date

BUSINESS ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF Jefferson)

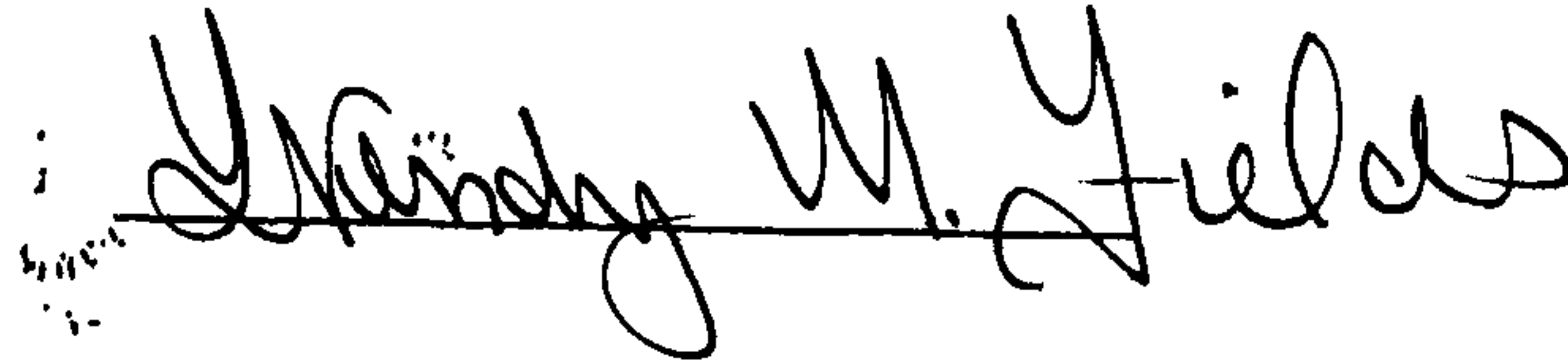
I, Wendy M. Fields

, Notary Public

in and for said County and in said State, hereby certify that Chris Cotton, Loan Officer of First Partners Bank, a(n) United States of America National 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 National Bank.

Given under my hand this the

My commission expires:



(Official Seal)

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Aug 1, 2015
BONDED THRU NOTARY PUBLIC UNDERWRITERS



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