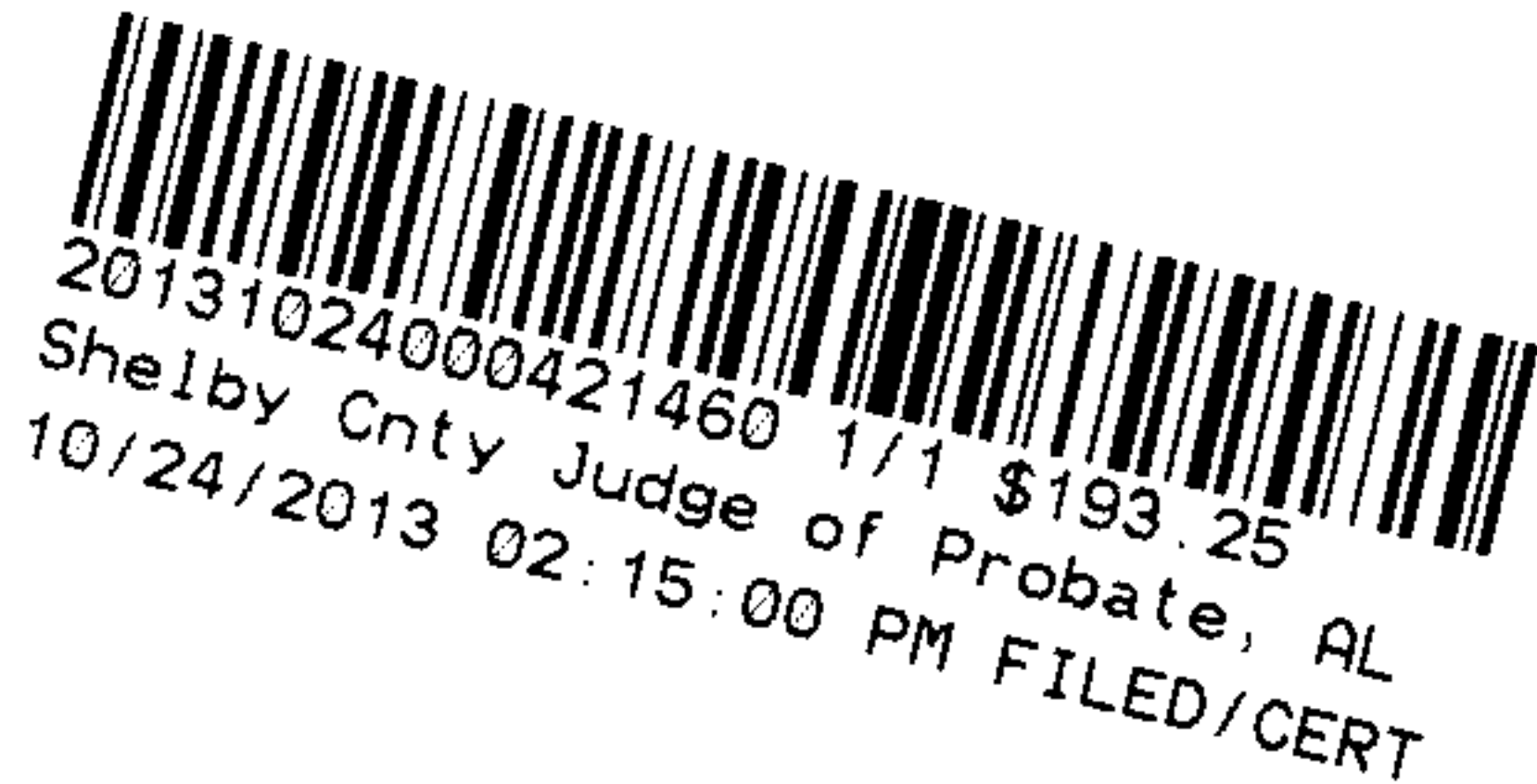


This instrument was prepared by:
First Commercial A Div Synovus Bank
1148 Broadway
Columbus, GA 31901

Return to:
Synovus Atlanta Loan Operations
1750 Founders Parkway Suite 150
Alpharetta, GA 30009

Prepared by:
Debby Lee
Synovus Bank
P.O. BOX 1638
Alabama, **SHELBY** Roswell, GA 30077



**FIRST COMMERCIAL A DIV SYNOVUS BANK
MODIFICATION AGREEMENT**

**** A Married couple

THIS AGREEMENT made and entered into this date: **09/06/2013** by and between **John D. McBrayer and Sandra T. McBrayer** (hereinafter designated "Grantor"), and **First Commercial A Div Synovus Bank** successor-in-interest by merger with **First Commercial Bank**(hereinafter designated "Grantee"),

WITNESSETH THAT:

By Alabama Mortgage dated **04/28/2010** and recorded in Mortgage Instrument #20100507000145250, **Shelby County, Alabama** (briefly identified as **Lot 41, Rushing Parc, Shelby County, Alabama AKA 6105 Rushing Parc Lane, Birmingham, AL 35244**) to secure loans and advances made to Grantor on a **\$120,000.00** line of credit (the "Credit Line"); pursuant to a certain Home Equity Line Account Agreement between Grantee and Grantor dated concurrently with said Mortgage, and to secure any extension and/or renewals thereof and any other indebtedness which Grantor might thenceforth owe to Grantee. Alabama's mortgage tax on notes secured by real estate, based upon the full amount of said Credit Line, was duly paid prior to the filing of said Mortgage.

By mutual agreement of the parties and for valuable considerations moving from each to the other, said Credit Line is and has been **increased** by the sum of **\$119,500.00** so that the Credit Line secured by said Mortgage now amounts to **\$239,500.00** and said Home Equity Line Agreement and said Mortgage are hereby amended accordingly.

Maturity Date: **8/20/2033**

An additional Alabama's mortgage tax, based upon the amount of said increase, is paid hereon prior to filing this Agreement for record in said Probate Judge's office.

This Mortgage Modification Agreement supplements the Mortgage including all addendums and exhibits thereto, and all of the terms and conditions of the Mortgage apply to this Mortgage Modification Agreement; providing that to the extent there is a conflict between this Mortgage Modification Agreement and the Mortgage, the terms herein shall control. All capitalized terms used but not otherwise defined here, shall have the meanings assigned thereto in the Mortgage.

As of the date hereof, all of the provisions of this Mortgage Modification Agreement shall be deemed to be incorporated into and made a part of the Mortgage, and the Mortgage, as amended by this Mortgage Modification Agreement, shall be read, taken and construed as one and the same instrument. Except as otherwise expressly modified herein, the Mortgage shall remain in full force and effect and is hereby ratified.

IN WITNESS WHEREOF, Grantor has hereunto set his hand and affixed his seal the day and year above first written; and **First Commercial A Div Synovus Bank** has caused this Agreement to be executed on its behalf, by its proper officers, duly authorized so to do, under the corporate seal, the day and year first above written.

Grantor: *John D. McBrayer*
John D. McBrayer
Grantor: *Sandra T. McBrayer*
Sandra T. McBrayer
By: First Commercial A Div Synovus Bank
Name: *Gaines Greller-Kohn*
Gaines Greller-Kohn
Title: Vice President

Signed, sealed and delivered in the presence of:

Witness *Gina Leigh Umfress*
Notary Public
Gina Leigh Umfress County, AL



2-20-13