

Return to:

**First Commercial a div Synovus Bank**

Synovus Atlanta Loan Operations

1750 Founders Parkway Suite 150

Alpharetta, GA 30009

Prepared By:

Debby Lee

Synovus Bank

P.O. BOX 1638

Roswell, GA 3007

**FIRST COMMERCIAL A DIV SYNOVUS BANK**

**MODIFICATION AGREEMENT**

Alabama, **SHELBY**

THIS AGREEMENT made and entered into this date: **9/11/2013** by and between **FORREST DAVIS, a married man , and KAREN A. DAVIS, his wife** (hereinafter designated "Grantor"), and **First Commercial Bank** successor-in-interest by merger with **First Commercial a div Synovus Bank**(hereinafter designated "Grantee"),

**WITNESSETH THAT:**

By Alabama Mortgage dated **7/18/2007** and recorded in Mortgage Number **20080606000231130**, Page(s) **1-6** , **SHELBY** County, Alabama (briefly identified as **5283 GREYSTONE WAY, BIRMINGHAM, AL 35242-7216**) to secure loans and advances made to Grantor on a **\$175,000.00** 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 long-term 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 **\$25,000.00** so that the Credit Line secured by said Mortgage now amounts to **\$200,000.00** and said Home Equity Line Agreement and said Mortgage are hereby amended accordingly.

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.



20131024000421490 1/1 \$51.50  
Shelby Cnty Judge of Probate, AL  
10/24/2013 02:15:03 PM FILED/CERT

Grantor: *Forrest Davis*  
**FORREST DAVIS**

Grantor: *Karen A. Davis*  
**KAREN A. DAVIS**

By: **First Commercial a div Synovus Bank**  
Name: *Lauren Dango*  
**LAUREN DANGO**  
Title: **BRANCH MANAGER**

Signed, sealed and delivered in the presence of:

Witness

*Vanessa Gayle Bee*  
Notary Public  
*Jefferson* County, AL

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Jun 25, 2014  
NOTARY PUBLIC UNDERWRITERS

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