


THIS INSTRUMENT PREPARED BY:

Oakworth Capital Bank
2100A Southbridge Parkway, Suite 445
Birmingham, AL 35209-0000

~~**AFTER RECORDING RETURN TO:**~~

Oakworth Capital Bank
2100A Southbridge Parkway, Suite 445
Birmingham, AL 35209-0000


20131115000450220 1/4 \$86.00
Shelby Cnty Judge of Probate, AL
11/15/2013 03:07:18 PM FILED/CERT

(Space Above This Line For Recording Data)

LOAN NUMBER: 8000965

MODIFICATION AGREEMENT - MORTGAGE

THIS MODIFICATION AGREEMENT ("Agreement") is made this 4th day of November, 2013, between Eric Mario Moore and Angela G Moore, a married couple, whose address is 4035 Bent River Lane, Birmingham, Alabama 35216 ("Mortgagor"), and Oakworth Capital Bank whose address is 2100A Southbridge Parkway, Suite 445, Birmingham, Alabama 35209 ("Lender").

Oakworth Capital Bank and Mortgagor entered into a Mortgage dated July 5, 2013 and recorded on July 19, 2013, in Reel (None), Image Number 20130719000294400, records of County of Shelby, State of Alabama ("Mortgage"). The Mortgage covers the following described real property:

Address: 4035 Bent River Lane, Birmingham, Alabama 35216-0000

Legal Description: See Attached Legal Description "Exhibit A"

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:

- Increasing existing mortgage from \$140,000.00 to \$182,000.00.

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.

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.

 NOV 04 2013
Eric Mario Moore Date


 NOV 04 2013
Angela G Moore Date

INDIVIDUAL ACKNOWLEDGMENT

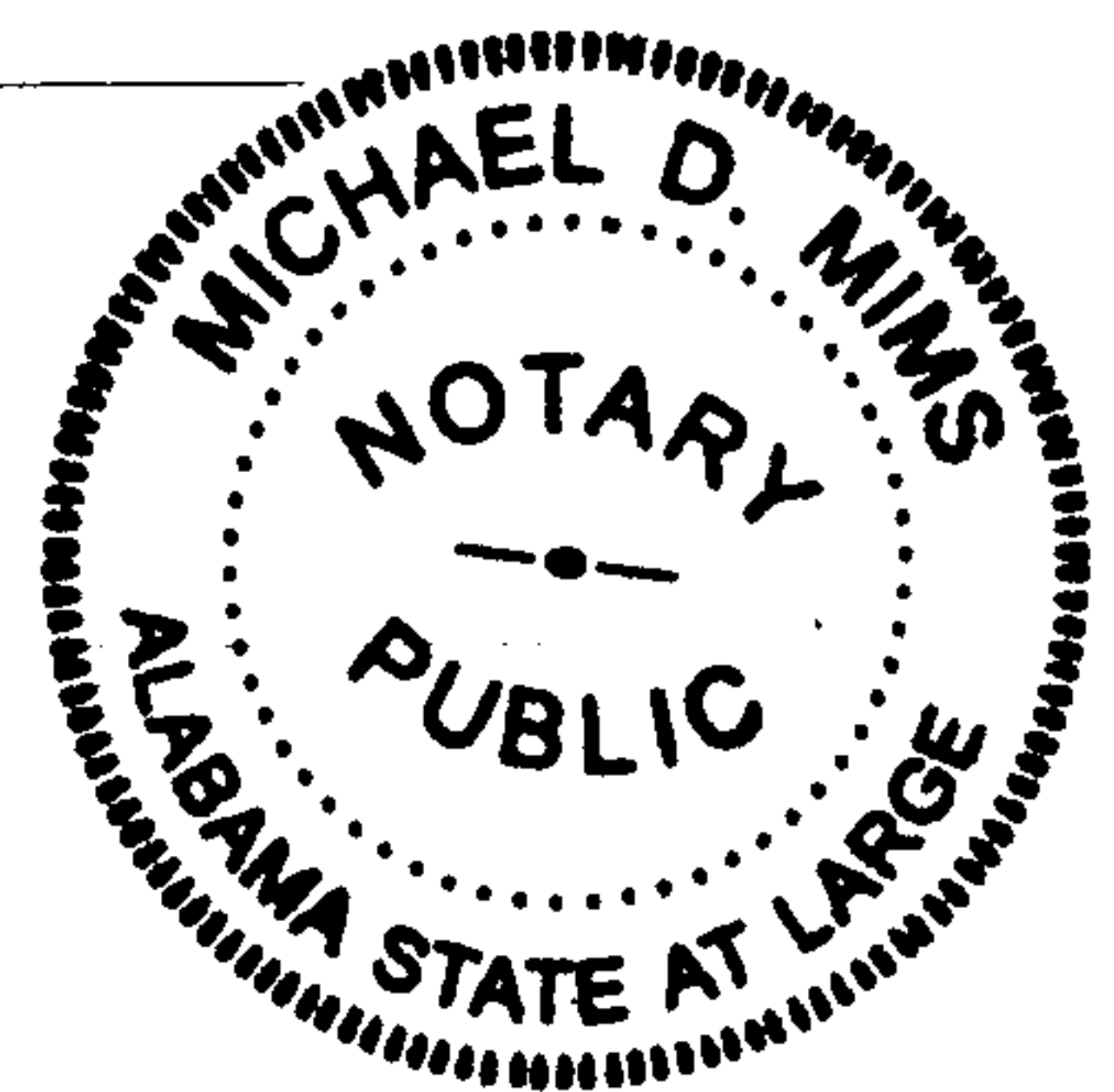
STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, Michael D. Mims, a Notary Public, do hereby certify that Eric Mario Moore and Angela G Moore, 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 4th day of November, 2013.

My commission expires: 02.16.16
residing in
Jefferson County.


MICHAEL D MIMS
Identification Number

(Official Seal)



LENDER: Oakworth Capital Bank

 NOV 04 2013
By: Michael D Mims Date
Its: Managing Director



BUSINESS ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, Chantevious Micell McCants, Notary in and for said County and in said State, hereby certify that Michael D Mims, Managing Director of Oakworth Capital Bank, a(n) Alabama State 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 State Bank.

Given under my hand this the 4th day of November, 2013.

My commission expires:

My Commission Expires 10-7-2015

Jefferson County.

residing in

Chante Micell McCants
CHANTE VICAUS MICHELL MCCANTS



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EXHIBIT A

SITUATED IN THE COUNTY OF SHELBY AND STATE OF ALABAMA:

LOT 24, ACCORDING TO THE MAP AND SURVEY OF BENT RIVER
COMMONS, 1ST SECTOR, AS RECORDED IN MAP BOOK 20, PAGE 76, IN
THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

BEING ALL OF THAT CERTAIN PROPERTY CONVEYED TO ERIC MARIO
MOORE FROM REAMER DEVELOPMENT CORPORATION BY DEED DATED
07/24/97 AND RECORDED 07/28/97 IN INSTRUMENT 1997-23578, IN
THE LAND RECORDS OF SHELBY COUNTY, ALABAMA.

PPN: 10-4-17-0-005-024.000
ERIC MARIO MOORE

4035 BENT RIVER LANE, BIRMINGHAM AL 35216
Loan Reference Number : MIMS / RAWLS
First American Order No: 47690744
Identifier: L/



When Recorded, Return to:
First American Mortgage Services
1100 Superior Avenue, Suite 200
Cleveland, OHIO 44114

MOORE
47690744

AL

FIRST AMERICAN ELS
MODIFICATION AGREEMENT



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