

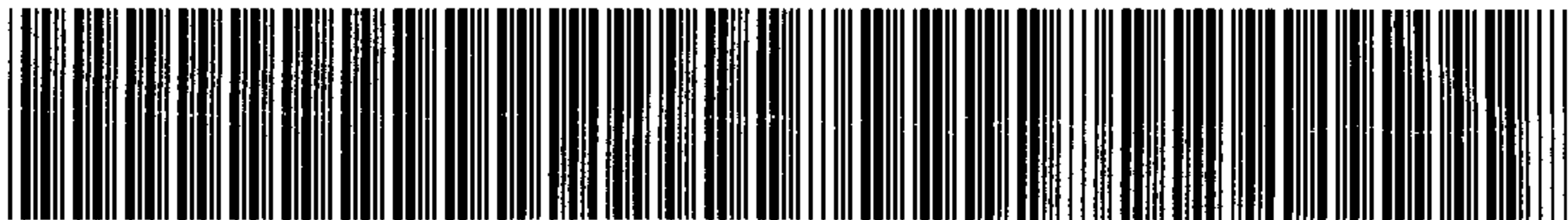
RECORDATION REQUESTED BY:
National Bank of Commerce
P.O. Box 381748
Birmingham, AL 35238

WHEN RECORDED MAIL TO:
National Bank of Commerce
P.O. Box 381748
Birmingham, AL 35238

SEND TAX NOTICES TO:
P Lauren Barrett
Deborah B Barrett
2816 Sterling Way
Birmingham, AL 35242

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE



400449800%0740%04162014%

THIS MODIFICATION OF MORTGAGE dated April 16, 2014, is made and executed between P Lauren Barrett and Deborah B Barrett, a married couple; whose address is 2816 Sterling Way, Birmingham, Alabama 35242. P Lauren Barrett and Paul Lauren Barrett are one and the same person. (referred to below as "Grantor") and National Bank of Commerce, whose address is P.O. Box 381748, Birmingham, AL 35238 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated December 6, 2014 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

- Recorded on 01-06-2011, Instrument # 20110106000004610 in the office of the Probate Judge of Shelby County, Alabama.
- Recorded on 04-23-2012, Instrument # 20120509000162930 in the office of the Probate Judge of Shelby County, Alabama.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in Shelby County, State of Alabama:
Lot 5, Block 2, according to the Survey of Inverness Point, Phase One, as recorded in Map Book 13, page 6, in the Probate Office of Shelby County, Alabama.
The Real Property or its address is commonly known as 2816 Sterling Way, Birmingham, AL 35242-4227.

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

The Mortgage secures the Change in Terms Agreement dated 12/16/2010 from Barrett Architecture ("Borrower") to Lender ("Note"), which is being modified by an additional 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, refinancing of, consolidations of, and substitutions for the Note.
The original amount available under the Mortgage, which originally was \$85,000.00 on 12/16/2010 (on which any required taxes already have been paid) modified and decreased on 04/23/2012 to \$35,000.00 (on which any required taxes already have been paid), now is being increased to \$60,000.00.

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 endorser 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 16, 2014.
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 P Lauren Barrett (Seal)

X Deborah B Barrett (Seal)

LENDER:

NATIONAL BANK OF COMMERCE

X Todd Beard, Senior Vice President (Seal)

20140603000167970 1/2 \$54.50
Shelby Cnty Judge of Probate, AL
06/03/2014 03:35:57 PM FILED/CERT

MODIFICATION OF MORTGAGE
(Continued)

Loan No: 400449800

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This Modification of Mortgage prepared by:

Name: Catlin Smith, Commercial Lending Assistant
Address: P.O. Box 381748
City, State, ZIP: Birmingham, AL 35238

INDIVIDUAL ACKNOWLEDGMENT

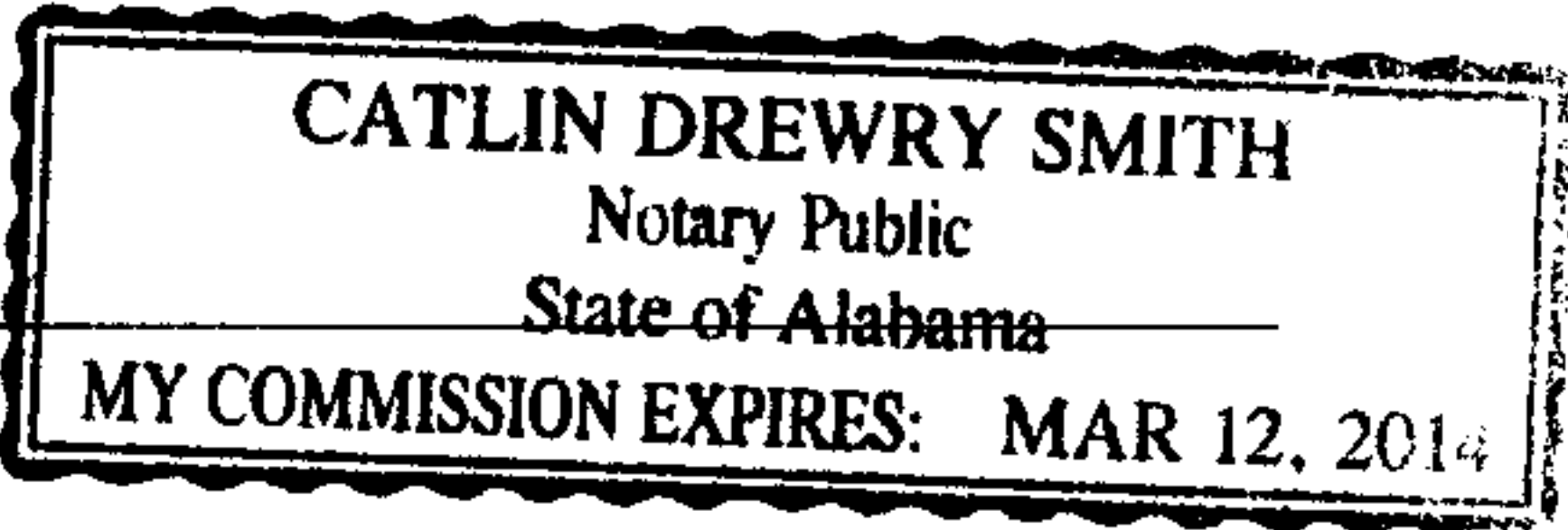
STATE OF Alabama)
) SS
COUNTY OF Jefferson)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **P Lauren Barrett and Deborah B Barrett, 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 25th day of April, 2014.

Catlin Drewry Smith
Notary Public

My commission expires



LENDER ACKNOWLEDGMENT

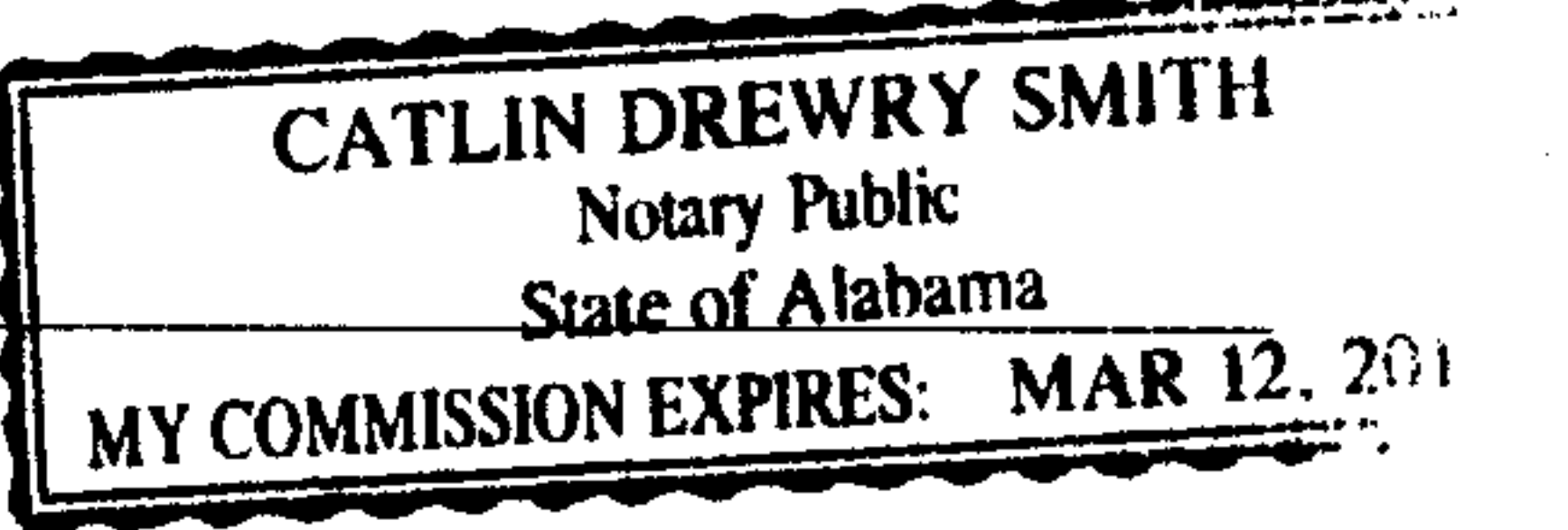
STATE OF Alabama)
) SS
COUNTY OF Jefferson)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **Todd Beard** 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 25th day of April, 2014.

Catlin Drewry Smith
Notary Public

My commission expires



20140603000167970 2/2 \$54.50
Shelby Cnty Judge of Probate, AL
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