

RECORDATION REQUESTED BY:

National Bank of Commerce
Inverness - Birmingham
5 Inverness Center Parkway
Birmingham, AL 35242

WHEN RECORDED MAIL TO:

National Bank of Commerce
Inverness - Birmingham
5 Inverness Center Parkway
Birmingham, AL 35242

SEND TAX NOTICES TO:

William H Dawson Jr
Ashley W Dawson
1311 Legacy Drive
Birmingham, AL 35242-0000

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE



8013685%0740%07302014%

THIS MODIFICATION OF MORTGAGE dated July 30, 2014, is made and executed between William H Dawson Jr and Ashley W Dawson, whose address is 1311 Legacy Drive, Birmingham, AL 35242-0000; a married couple (referred to below as "Grantor") and National Bank of Commerce, whose address is 5 Inverness Center Parkway, Birmingham, AL 35242 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated May 24, 2010 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded 06/09/2010 in Mortgage File 20100609000182850 in the Office of the Shelby County Judge of Probate, Alabama.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in Shelby County, State of Alabama:

Lot 529, according to the Survey of Greystone Legacy, 5th Sector, Phase 11, as recorded in Map Book 32, Page 85 A & B, in the Probate Office of Shelby County, Alabama.

The Real Property or its address is commonly known as 1311 Legacy Drive, Birmingham, AL 35242-0000.

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

The Mortgage secures the note or credit agreement dated 05/24/2010 from William H Dawson Jr. and Ashley W Dawson ("Borrower") to Lender (the "Note"), which is being modified by the 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, refinancings of, consolidations of, and substitutions for the Note.


"The principal amount available under the Note, which originally was \$120,000.00 (on which any required taxes already have been paid), now is increased by an additional \$45,000.00 as evidenced by the Change In Terms Agreement.

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 JULY 30, 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  (Seal)
William H Dawson Jr

X  (Seal)
Ashley W Dawson

LENDER:

NATIONAL BANK OF COMMERCE

X  (Seal)
Lauren Dobson, AVP/Branch Manager



20140805000242780 1/2 \$84.50
Shelby Cnty Judge of Probate, AL
08/05/2014 12:48:46 PM FILED/CERT

This Modification of Mortgage prepared by:

Name: Laura Manning, Loan Operations Specialist
Address: 5 Inverness Center Parkway
City, State, ZIP: Birmingham, AL 35242

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama)
COUNTY OF Jefferson) SS
)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **William H Dawson Jr and Ashley W Dawson**, 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 30th day of July, 2014.

My commission expires 2-14-2015

Notary Public

LENDER ACKNOWLEDGMENT

STATE OF Alabama)
COUNTY OF Jefferson) SS
)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **Lauren Dobson** whose name as **AVP/Branch Manager 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 **AVP/Branch Manager of National Bank of Commerce**, executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 30th day of July, 2014.

My commission expires October 7, 2017

Notary Public

20140805000242780 2/2 \$84.50
Shelby Cnty Judge of Probate, AL
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