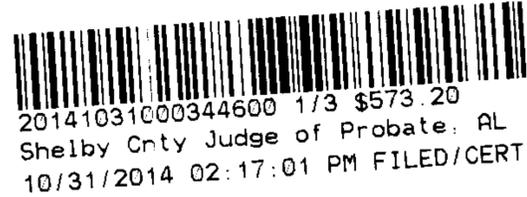


THIS INSTRUMENT PREPARED BY:  
Oakworth Capital Bank  
2100A Southbridge Parkway, Suite 445  
Birmingham, AL 35209-0000

AFTER RECORDING RETURN TO:  
Oakworth Capital Bank  
2100A Southbridge Parkway, Suite 445  
Birmingham, AL 35209-0000



(Space Above This Line For Recording Data)

NMLS COMPANY IDENTIFIER: 774724  
NMLS ORIGINATOR IDENTIFIER: 799592

## MODIFICATION AGREEMENT - MORTGAGE

**THIS MODIFICATION AGREEMENT** ("Agreement") is made this 16th day of October, 2014, between Cynthia Johnson, an individual who is either single or whose spouse doesn't hold any ownership interest, whose address is 89 Mt. Laurel Avenue, Birmingham, Alabama 35242 ("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 December 3, 2010 and Recorded in Instrument #20101209000413430, records of County of Shelby, State of Alabama ("Mortgage"). The Mortgage covers the following described real property:

Address: 89 Mt. Laurel Avenue, Birmingham, Alabama 35242-1800

Legal Description: Lot 12-13, Block 12, according to the Final Plat of the Private Residential Subdivision of Mt. Laurel-Phase II, as recorded in Map Book 30, page 10, in the Probate Office of Shelby County, Alabama.

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:

- Increase amount from \$22,750.00 to \$391,500.00.

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.**

Cynthia Johnson OCT 16 2014  
Cynthia Johnson Date

**INDIVIDUAL ACKNOWLEDGMENT**

STATE OF ALABAMA )  
COUNTY OF Jefferson )

I, Chantevious Micell McCants, a Notary, do hereby certify that Cynthia Johnson, an individual who is either single or whose spouse doesn't hold any ownership interest, whose name is signed to the foregoing and who is known to me, acknowledged before me on this day that, being informed of the contents of the Security Instrument, he/she executed the same, voluntarily, on the day the same bears date. Given under my hand this 16th day of October, 2014.

My commission expires:

*My Commission Expires 10-7-2015*

Chantevious Micell McCants

Identification Number

(Official Seal)

**LENDER: Oakworth Capital Bank**

Reese J. Kincaid OCT 16 2014  
By: Reese J. Kincaid Date  
Its: Client Advisor



20141031000344600 2/3 \$573.20  
Shelby Cnty Judge of Probate, AL  
10/31/2014 02:17:01 PM FILED/CERT



**BUSINESS ACKNOWLEDGMENT**

STATE OF ALABAMA )

COUNTY OF Jefferson )

I, Charterious Micell McCants in and for said County and in said State, hereby certify that Reese J. Kincaid, Client Advisor 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 16th day of October, 2014.

My commission expires:

*[Faint, illegible text]*

*Charterious Micell McCants*

(Official Seal)

  
20141031000344600 3/3 \$573.20  
Shelby Cnty Judge of Probate, AL  
10/31/2014 02:17:01 PM FILED/CERT

