


RECORDATION REQUESTED BY:
National Bank of Commerce
Main Office - Birmingham
813 Shades Creek Parkway Suite 100
Birmingham, AL 35209

WHEN RECORDED MAIL TO:
National Bank of Commerce
Main Office - Birmingham
813 Shades Creek Parkway Suite 100
Birmingham, AL 35209

SEND TAX NOTICES TO:
Lonnie D Wainwright Jr
Cindy B Wainwright
2935 Indian Crest Drive
Indian Springs, AL 35124


20141223000403120 1/2 \$92.00
Shelby Cnty Judge of Probate, AL
12/23/2014 11:50:28 AM FILED/CERT

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE



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THIS MODIFICATION OF MORTGAGE dated December 19, 2014, is made and executed between Lonnie D Wainwright Jr, and Cindy B Wainwright, whose address is 2935 Indian Crest Drive, Indian Springs, AL 35124; husband and wife (referred to below as "Grantor") and National Bank of Commerce, whose address is 813 Shades Creek Parkway Suite 100, Birmingham, AL 35209 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated October 31, 2012 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

recorded in instrument 20130626000261390 dated 06/26/2013 in 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 15, according to the Survey of The View at Indian Crest, as recorded in Map Book 37, Page 48, in the Probate Office of Shelby County, Alabama.

The Real Property or its address is commonly known as 2935 Indian Crest Drive, Indian Springs, AL 35124. The Real Property tax identification number is 10-5-15-0-007-015.000.

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

The Mortgage secures the Note or Credit Agreement dated 10/31/2012 from Lonnie D. Wainwright Jr. and Cindy B Wainwright, husband and wife ("Borrower") to Lender ("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, refinancing of, consolidations of, and substitutions for the Note.


The Principal amount available under the Note, which originally was \$150,000.00 on 10/31/2012 (on which any required taxes already have been paid), now is being increased to \$200,000.00.


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 endorsers 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 DECEMBER 19, 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)
Lonnie D Wainwright Jr

X  (Seal)
Cindy B Wainwright

LENDER:

NATIONAL BANK OF COMMERCE
X  (Seal)
Patrick Carlton, Senior Vice President

This Modification of Mortgage prepared by:

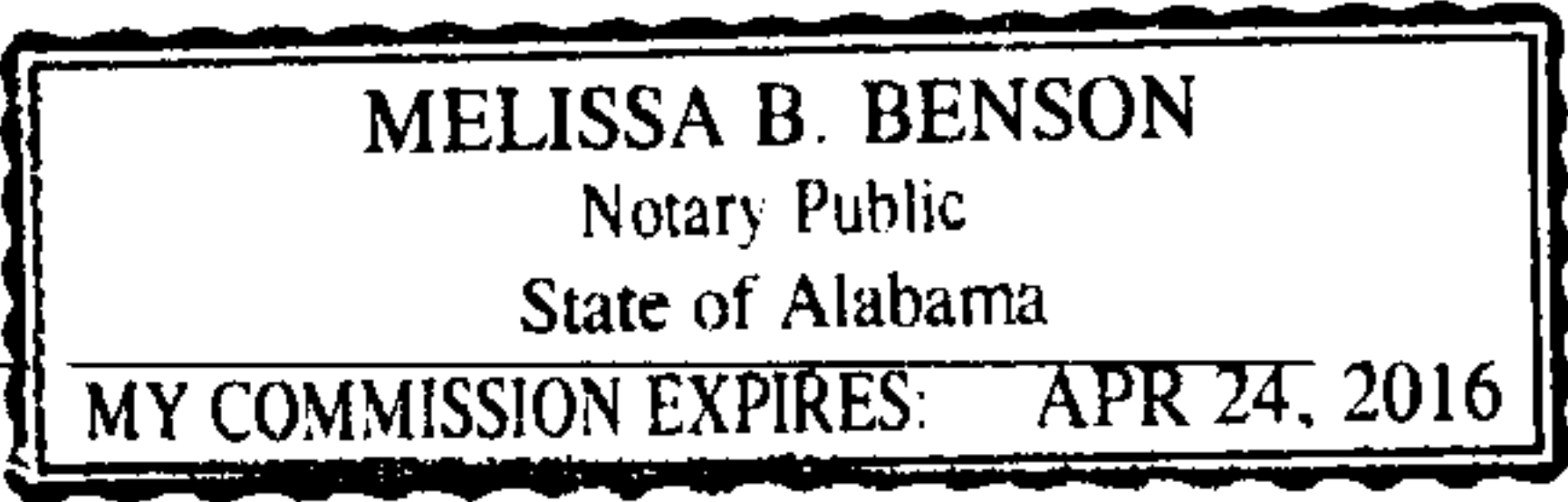
Name: Melissa B Benson, Private & Professional Banking Assistant
Address: 813 Shades Creek Parkway Suite 100
City, State, ZIP: Birmingham, AL 35209

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 **Lonnie D Wainwright Jr and Cindy B Wainwright, husband and wife**, 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 19th day of December, 20 14.
Melissa B Benson
Notary Public



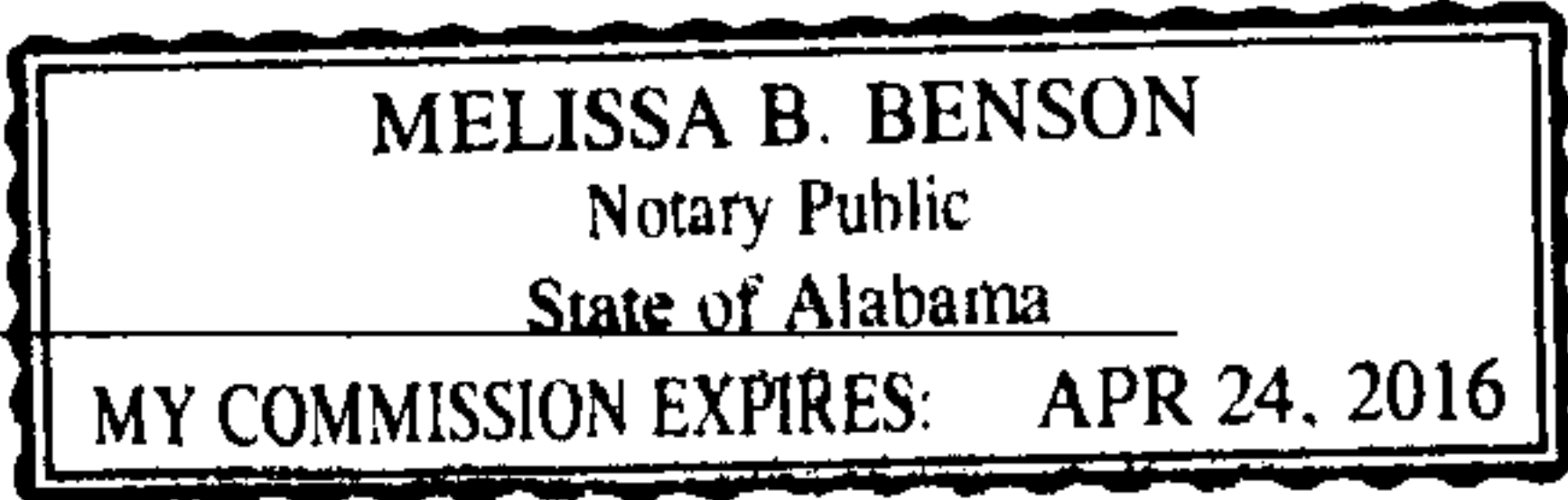
My commission expires

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 **Patrick Carlton** 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 19th day of December, 20 14.
Melissa B Benson
Notary Public



My commission expires

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