Prepared By: Debra F Lee Synovus Financial Corp P.O. Box 1638 Roswell, GA 30077-1638

After recording, return recording information to: 2014/215/187

American Title, Inc.
PO Box 641010
Omaha, NE 68164-1010

20150102000000250 01/02/2015 09:33:10 AM MORTAMEN 1/1

## FIRST COMMERCIAL A DIV SYNOVUS BANK MODIFICATION AGREEMENT

Alabama, SHELBY

THIS AGREEMENT made and entered into this date: 11/14/2014 by and between JIMMY JALIL SHUNNARA AND ELIZABETH NASH SHUNNARA, HUSBAND AND WIFE (hereinafter designated "Grantor"), and FIRST COMMERCIAL A DIV SYNOVUS BANK(hereinafter designated "Grantee"),

## WITNESSETH THAT:

By Alabama Mortgage dated 11/10/2011 and recorded in Mortgage Book 20111121000353250, SHELBY County, Alabama (briefly identified as 124 BILTMORE DR, BIRMINGHAM, AL 35242-7713) to secure loans and advances made to Grantor on a \$80,000.00 line of credit (the "Credit Line"); MODIFIED TO \$ 90,000.00 ON 1/16/2013 BOOK 20130225000078860 pursuant to a certain Home Equity Line Account Agreement between Grantee and Grantor dated concurrently with said Mortgage, and to secure any extension and/or renewals thereof and any other indebtedness which Grantor might thenceforth owe to Grantee. Alabama's mortgage tax on notes secured by real estate, based upon the full amount of said Credit Line, was duly paid prior to the filing of said Mortgage.

By mutual agreement of the parties and for valuable considerations moving from each to the other, said Credit Line is and has been **increased** by the sum of \$30,000.00 so that the Credit Line secured by said Mortgage now amounts to \$120,000.00 and said Home Equity Line Agreement and said Mortgage are hereby amended accordingly.

This Mortgage Modification Agreement supplements the Mortgage including all addendums and exhibits thereto, and all of the terms and conditions of the Mortgage apply to this Mortgage Modification Agreement; providing that to the extent there is a conflict between this Mortgage Modification Agreement and the Mortgage, the terms herein shall control. All capitalized terms used but not otherwise defined here, shall have the meanings assigned thereto in the Mortgage.

As of the date hereof, all of the provisions of this Mortgage Modification Agreement shall be deemed to be incorporated into and made a part of the Mortgage, and the Mortgage, as amended by this Mortgage Modification Agreement, shall be read, taken and construed as one and the same instrument. Except as otherwise expressly modified herein, the Mortgage shall remain in full force and effect and is hereby ratified.

IN WITNESS WHEREOF, Grantor has hereunto set his hand and affixed his seal the day and year above first written; and FIRST COMMERCIAL A DIV SYNOVUS BANK has caused this Agreement to be executed on its behalf, by its proper officers, duly authorized so to do, under the corporate seal, the day and year first above written.

A H N

Filed and Recorded Official Public Records Judge James W. Fuhrmeister, Probate Judge, County Clerk Shelby County, AL 01/02/2015 09:33:10 AM \$59.00 JESSICA

Grantor:

**Grantor:** 

JIMPA JALIL SHUNNARA

ELIZABETH NASH SHUNNARA

PY:)FIRST COMMERCIAL A DIV SYNOVUS BANK

VAUREN DANGO
Title: COMMERCIAL BANKER

Signed, sealed and delivered in the presence of:

20150102000000250

Witness

etteson County, AL

NOTARY PUBLIC STATE OF ALABAMA AT LARGE MY COMMISSION EXPIRES: June 8, 2015 4, BONDED THRU NOTARY PUBLIC UNDERWRITERS.

