

RECORDATION REQUESTED BY:

Compass Bank
BHM PELHAM
3080 PELHAM PLAZA, HYW 31 SO
PELHAM, AL 35124

RECORD & RETURN TO
CT LIEN SOLUTIONS
P.O. BOX 29071
Glendale, CA 91209-9071
46912426-AL117-Shelby

23741

20150226000060110 1/2 \$161.00
Shelby Cnty Judge of Probate, AL
02/26/2015 02:01:05 PM FILED/CERT

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated January 30, 2015, is made and executed between TYRONE QUARLES, whose address is 4829 SOUTHLAKE PKWY, BIRMINGHAM, AL 35244 and CHANDRA QUARLES, whose address is 4829 SOUTHLAKE PKWY, BIRMINGHAM, AL 35244; as husband and wife (referred to below as "Grantor") and Compass Bank, whose address is 3080 PELHAM PLAZA, HYW 31 SO, PELHAM, AL 35124 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated November 17, 2009 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON 11/25/2009 IN THE OFFICIAL PUBLIC RECORDS OF SHELBY COUNTY STATE OF ALABAMA VOLUME 20091125000.

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

SITUATED IN THE COUNTY OF SHELBY, STATE OF ALABAMA, TO-WIT:
LOT 10, ACCORDING TO THE SURVEY OF SOUTHLAKE, FIRST ADDITION, AS RECORDED IN
MAP BOOK 14, PAGE 31, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.
SUBJECT TO ALL EASEMENTS, COVENANTS, CONDITIONS, RESERVATIONS, LEASES AND
RESTRICTIONS OF RECORD, ALL LEGAL HIGHWAYS, ALL RIGHTS OF WAY, ALL ZONING,
BUILDING AND OTHER LAWS, ORDINANCES AND REGULATIONS, ALL RIGHTS OF TENANTS IN POSSESSION, AND ALL REAL ESTATE
TAXES AND ASSESSMENTS NOT YET DUE AND PAYABLE.
BEING THE SAME PROPERTY CONVEYED BY DEED RECORDED IN VOLUME 20091125000, PAGE 436970, OF THE SHELBY COUNTY,
ALABAMA RECORDS.

The Real Property or its address is commonly known as 4829 SOUTHLAKE PKWY, BIRMINGHAM, AL 35244.

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

The Mortgage secures the note or credit agreement dated NOVEMBER 17, 2009 from TYRONEE QUARLES AND CHANDRA QUARLES ("Borrower") to Lender (the "Note") in the amount of \$96,000.00, 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 original Mortgage amount is not changed by this modification. 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 maturity date of the Note is extended to FEBRUARY 1, 2025 as evidenced by the Change in Terms Agreement. The payment and/or interest rate provisions of the Note are modified as provided in 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.

JURISDICTION. Except as otherwise provided, any legal action or proceeding arising out of or relating to the loan or other extension of credit secured by this instrument, or to enforce and defend any rights, remedies, or provisions contained in this instrument, (a "Proceeding") shall be instituted in the federal court for or the state court sitting in the county where Lender's office that made this loan is located. With respect to any Proceeding, brought by or against Lender, each of the other parties hereto, to the fullest extent permitted by law: (i) waives any objections that each such party may now or hereafter have based on venue and/or forum non conveniens of any Proceeding in such court; and (ii) irrevocably submits to the jurisdiction of any such court in any Proceeding. Notwithstanding anything to the contrary herein, Lender may commence legal proceedings or otherwise proceed against any other party in any other jurisdiction if determined by Lender to be necessary in order to fully enforce or exercise any right or remedy of Lender relating to this loan including without limitation realization upon collateral that secures this loan.

ERRORS AND OMISSIONS. The parties agree agrees that if deemed necessary by Lender or any agent closing the loan, change in terms, or renewal in conjunction with this Modification ("the Loan"), Lender or the agent may correct and adjust this document and any other documents executed in connection with the Loan ("Related Documents") on behalf of any other party, as if such other party were making the correction or adjustment, in order to correct clerical errors. A clerical error is information in a document that is missing or that does not reflect accurately another party's agreement with Lender at the time the document was executed. If any such clerical errors are material changes, the other party agrees to fully cooperate in correcting such errors within 30 days of the date of mailing by Lender of a request to do that. Any change in the documents after they are signed to reflect a change in the agreement of the parties is an "alteration" or "amendment," which must be in writing and signed by the party that will be bound by the change.

DEFINED TERMS. Unless otherwise defined in this Modification, all undefined terms shall have the meanings given to them in the Deed of Trust or the Mortgage described above or related loan documents.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JANUARY 30, 2015.

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.

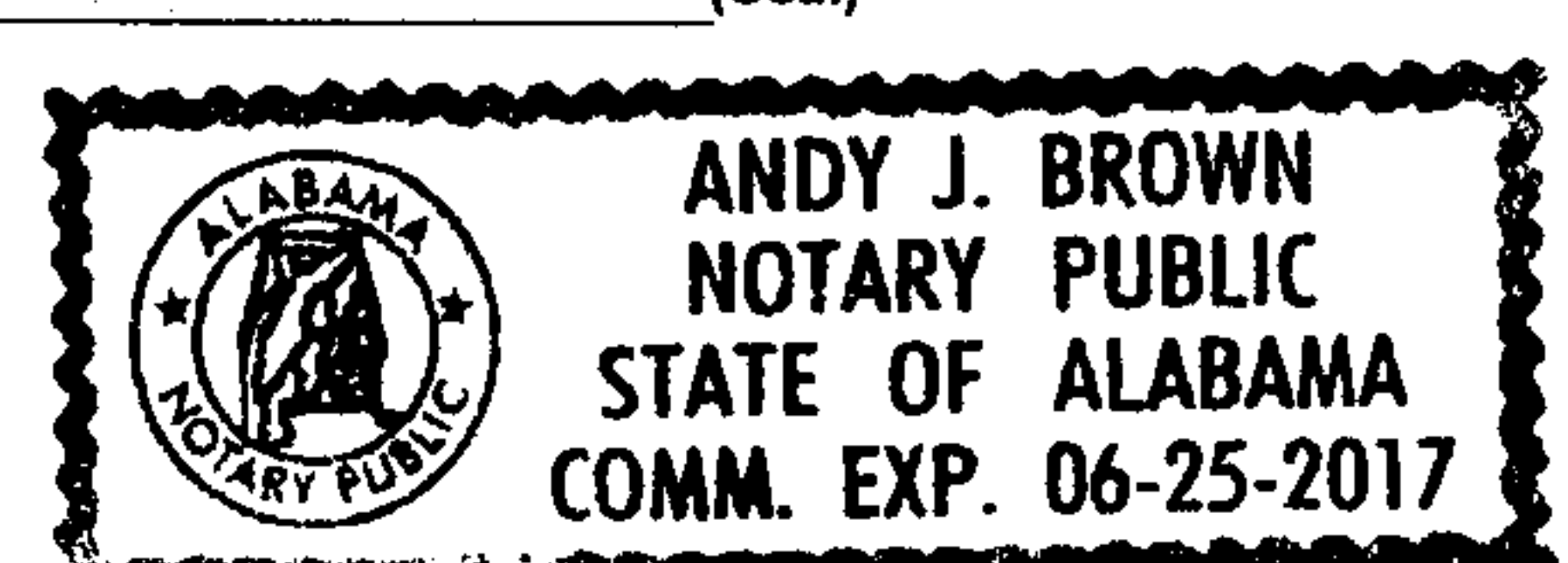
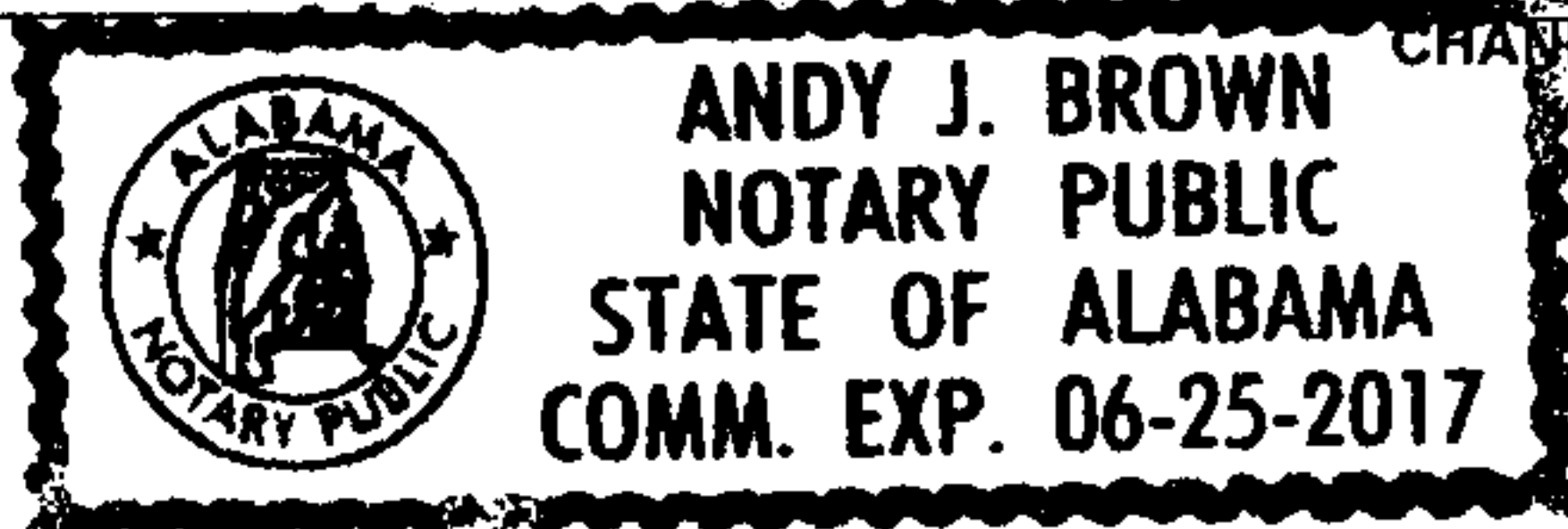
GRANTOR:

X
TYRONE QUARLES

(Seal)

X
CHANDRA QUARLES

(Seal)



MODIFICATION OF MORTGAGE
(Continued)

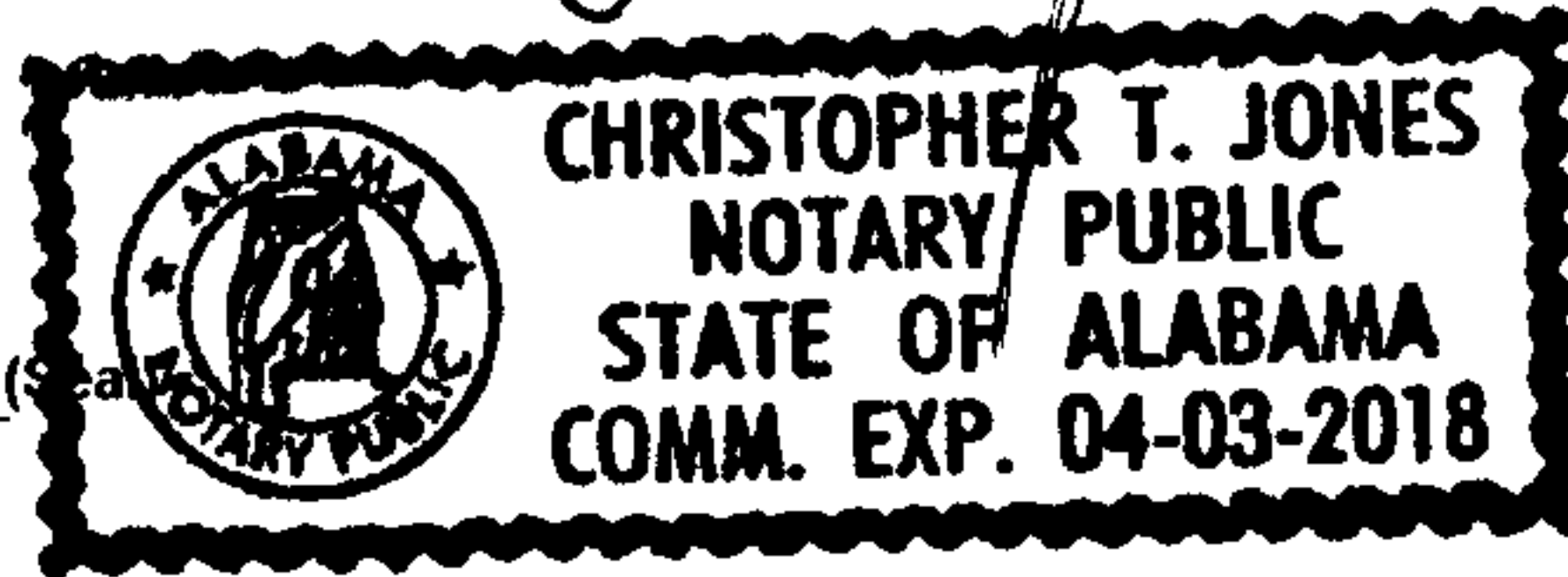
Page 2

LENDER:

COMPASS BANK

X

Authorized Signer



This Modification of Mortgage prepared by:

Name: Candi Mills, Processor
Address: P.O. Box 10343
City, State, ZIP: Birmingham, AL 35203

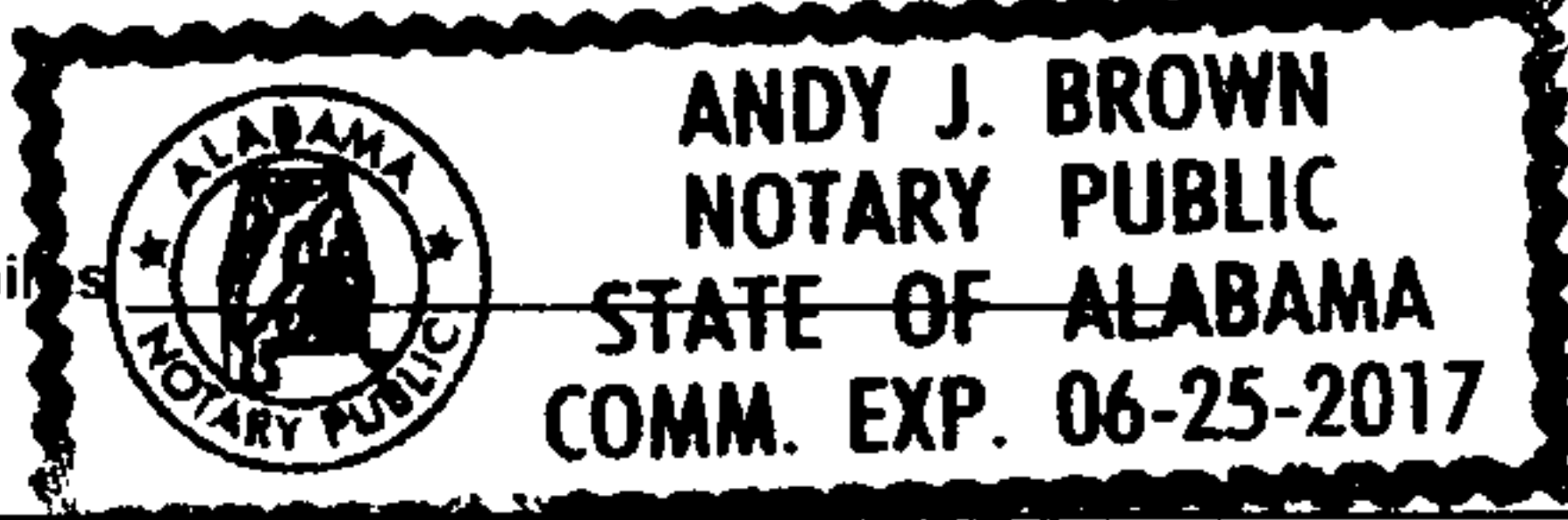
INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama)
COUNTY OF Shelby) SS

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **TYRONE QUARLES and CHANDRA QUARLES**, as 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 30 day of January, 20 15.

My commission expires



Notary Public

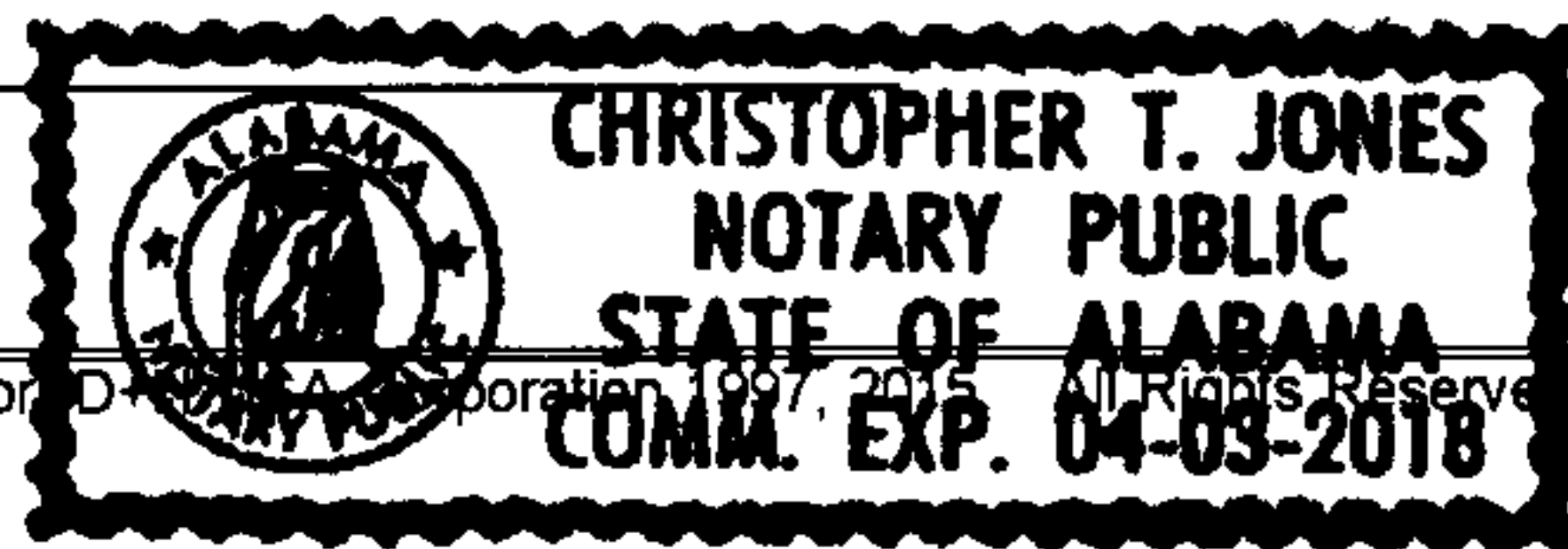
LENDER ACKNOWLEDGMENT

STATE OF Alabama)
COUNTY OF Shelby) SS

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that whose name as of Compass Bank 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 FSA of Compass Bank, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 09th day of Feb.

My commission expires



Notary Public



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