


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

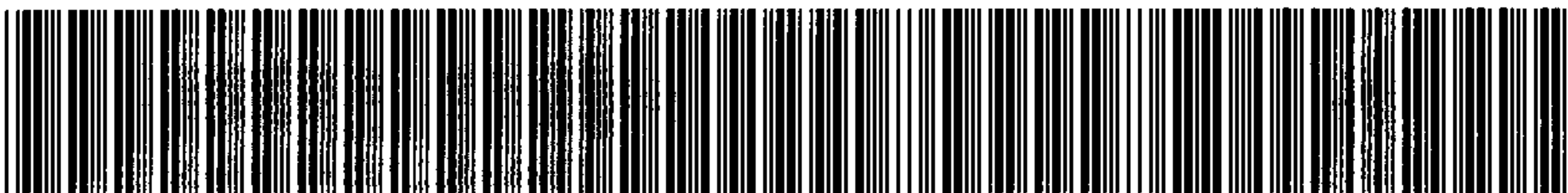
  
20150407000109340 1/2 \$114.50  
Shelby Cnty Judge of Probate, AL  
04/07/2015 07:59:48 AM FILED/CERT

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

SEND TAX NOTICES TO:  
James H Gillespie Jr  
Lisa H Gillespie  
1131 Country Club Circle  
Hoover, AL 35244

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE



\*000000000008002285%0740%03202015\*

THIS MODIFICATION OF MORTGAGE dated March 20, 2015, is made and executed between James H Gillespie Jr and Lisa H Gillespie, whose address is 1131 Country Club Circle, Hoover, AL 35244; 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 December 14, 2012 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

recorded 01/29/2013 in Instrument 20130129000038210 in the Probate Office of Shelby County, Alabama.

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

Lot 2736, according to the Survey of Riverchase Country Club, 27th Addition, as recorded in Map Book 11, page 56, in the Probate Office of Shelby County, Alabama

The Real Property or its address is commonly known as 1131 Country Club Circle, Hoover, AL 35244. The Real Property tax identification number is 11-7-35-0-004-080.

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

The Mortgage secures the Note or Credit Agreement and Disclosure dated December 14, 2012 from James H Gillespie Jr and Lisa H Gillespie, husband and wife ("Borrower") to Lender ("Note"), which is being modified by the Credit Agreement and Disclosure between Borrower and Lender dated the same date as this modification (The "Credit Agreement and Disclosure"). the Mortgage, as modified hereby, shall secure the Note as modified by the Credit Agreement and Disclosure and any and all previous and future renewals of, extensions of, modifications of, refinancing of, consolidations of, and substitutions for the Note.

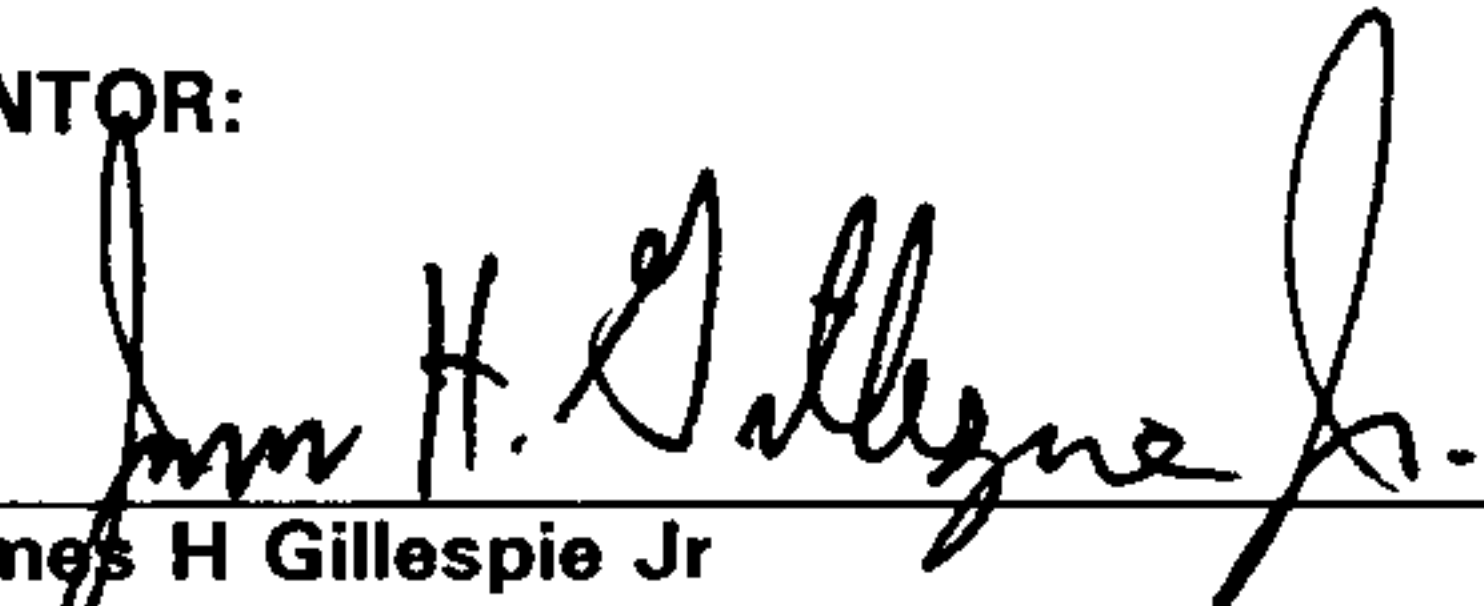
The Principal amount available under the Note, which originally was \$100,000.00 on December 14, 2012 (on which any required taxes already have been paid), now is being increased to \$165,000.00 as of the modification date.

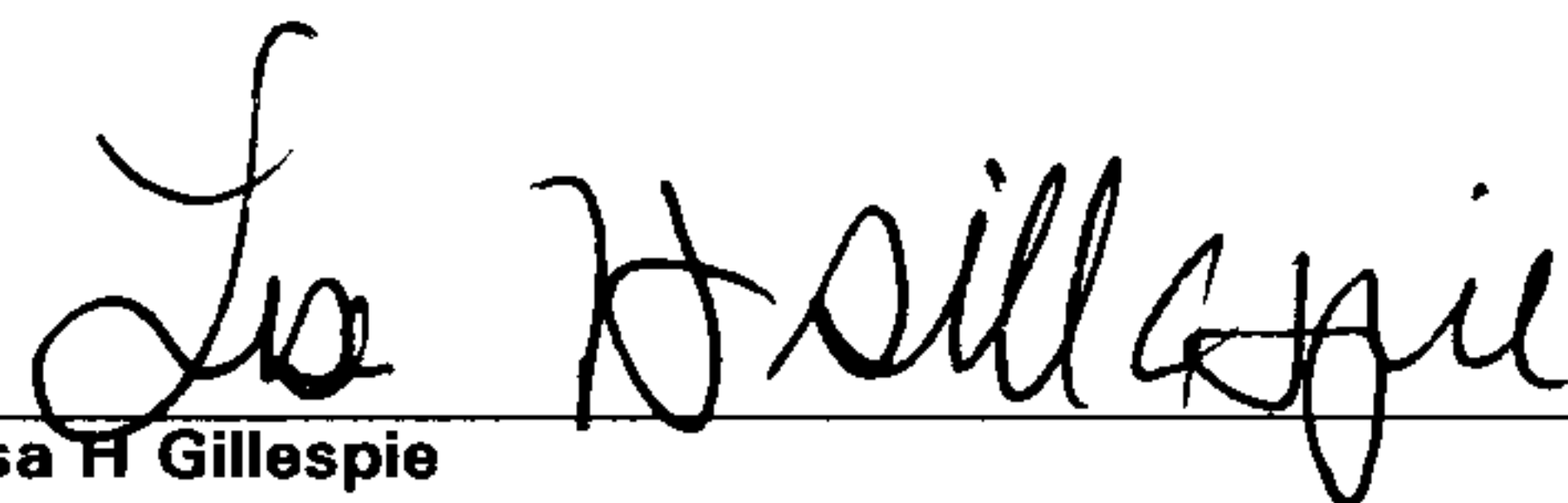
CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right 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 MARCH 20, 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  (Seal)  
James H Gillespie Jr

X  (Seal)  
Lisa H Gillespie

LENDER:

NATIONAL BANK OF COMMERCE

X  (Seal)  
Jim Beatty, Vice President - Private Banking

This Modification of Mortgage prepared by:

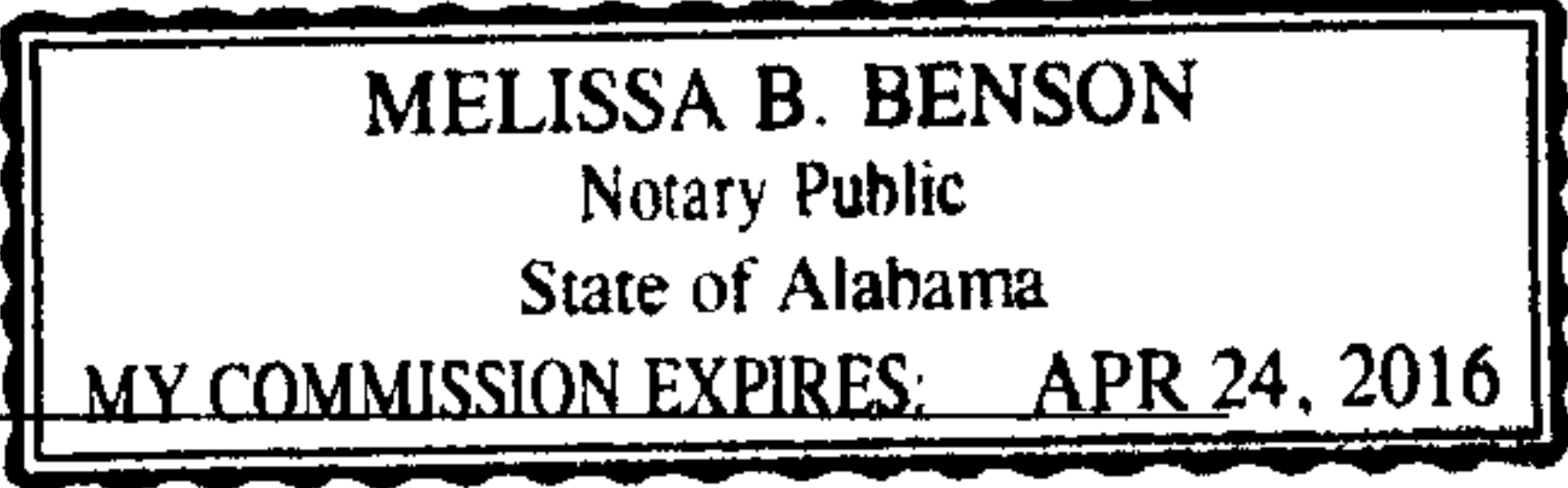
Name: Melissa B Benson, Private & Professional Banking Assistant  
Address: 813 Shades Creek Parkway Suite 100  
City, State, ZIP: Birmingham, AL 35209

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 **James H Gillespie Jr and Lisa H Gillespie, 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 20 day of March, 2015.



Melissa B Benson  
Notary Public

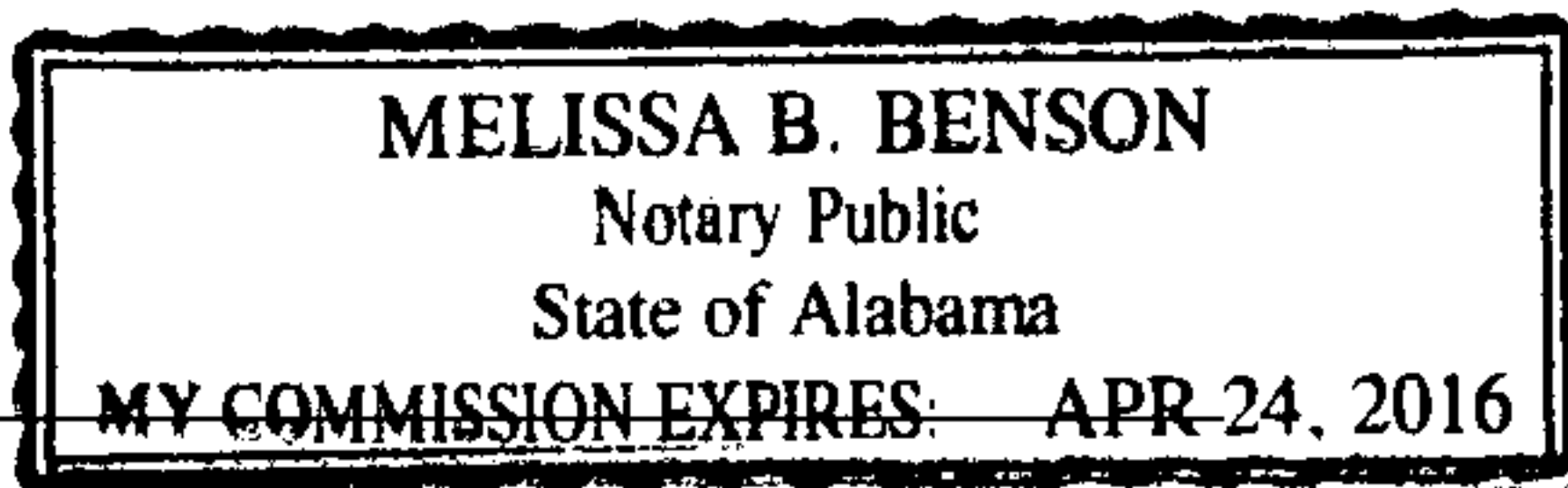
My commission expires \_\_\_\_\_

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 **Jim Beatty** whose name as **Vice President - Private Banking 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 **Vice President - Private Banking of National Bank of Commerce**, executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 20 day of March, 2015.



Melissa B Benson  
Notary Public

My commission expires \_\_\_\_\_

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