


THIS INSTRUMENT PREPARED BY:
First Partners Bank - Wendy M Fields
2121 Highland Avenue
Birmingham, AL 35205-0000

AFTER RECORDING RETURN TO:
First Partners Bank
Wendy M Fields
2121 Highland Avenue
Birmingham, AL 35205-0000


20150413000118320 1/3 \$57.50
Shelby Cnty Judge of Probate, AL
04/13/2015 02:27:16 PM FILED/CERT

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LOAN NUMBER: 400307900
NMLS COMPANY IDENTIFIER: 464064
NMLS ORIGINATOR IDENTIFIER: 740820

MODIFICATION AGREEMENT - MORTGAGE

THIS MODIFICATION AGREEMENT ("Agreement") is made this 9th day of March, 2015, between Brian A. Stone and Karine Josette Leonie Gaither-Stone, a married couple, whose address is 4840 Southlake Pkwy, Birmingham, Alabama 35244 ("Mortgagor"), and First Partners Bank whose address is 2121 Highland Avenue, Birmingham, Alabama 35205 ("Lender").

First Partners Bank and Mortgagor entered into a Mortgage dated March 9, 2015 and Shelby County Judge of Probate, records of County of Shelby, State of Alabama ("Mortgage"). The Mortgage covers the following described real property:

Address: 4840 Southlake Parkway, Birmingham, Alabama 35244-0000

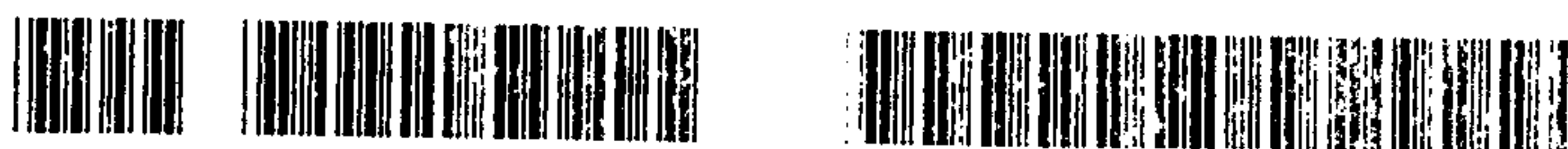
Legal Description: Lot 57-B, according to the Goertz Resurvey, being a Resurvey of a Resurvey of Lots 56, 57 and 58, Southlake, First Addition, as recorded in Map Book 16, Page 66, in the Probate Office of Shelby County, Alabama.

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 loan amount from \$850,000.00 to \$875,000.00. Maturity Date remains the same (09/12/2015). Original Mortgage was recorded in Shelby County, Recording #20140923000297790 on 9/23/2014. Original Mortgage was dated 9/12/2014..

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.

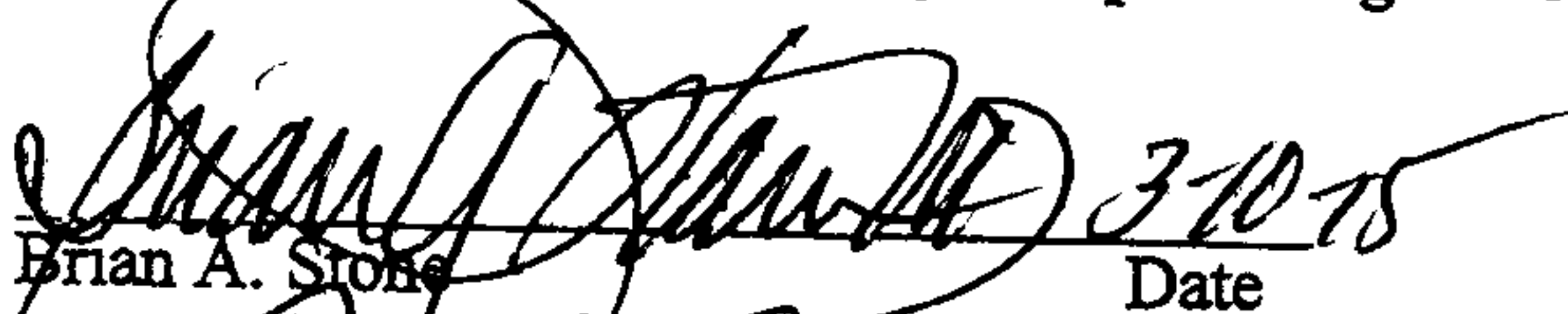


If any Mortgagor who signed the original Mortgage does not sign this Agreement, then all Mortgagors signing below acknowledge that this Agreement is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Agreement or otherwise 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.


Brian A. Stone Date 3-10-15


Karine Josette Leonie Gaither-Stone Date 3-10-15

INDIVIDUAL ACKNOWLEDGMENT

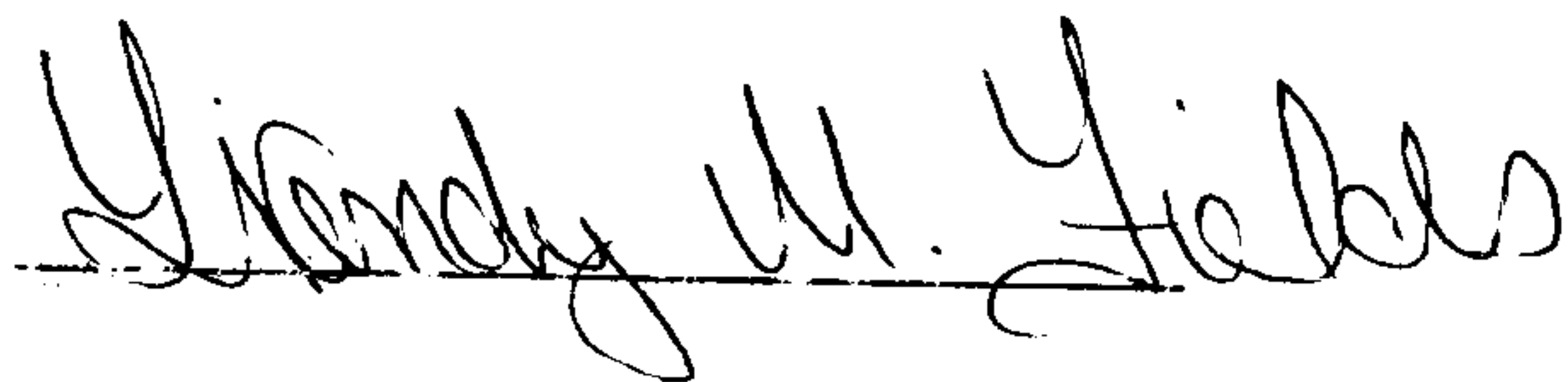
STATE OF ALABAMA)
COUNTY OF Jefferson)

I, Wendy M. Fields

, a Notary Public, do hereby certify that Brian A. Stone and Karine Josette Leonie Gaither-Stone, a married couple, whose names are signed to the foregoing and who are known to me, acknowledged before me on this day that, being informed of the contents of the Modification Agreement, they executed the same, voluntarily, on the day the same bears date. Given under my hand this

My commission expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Aug 1, 2015
BONDED THRU NOTARY PUBLIC UNDERWRITERS



Identification Number

(Official Seal)

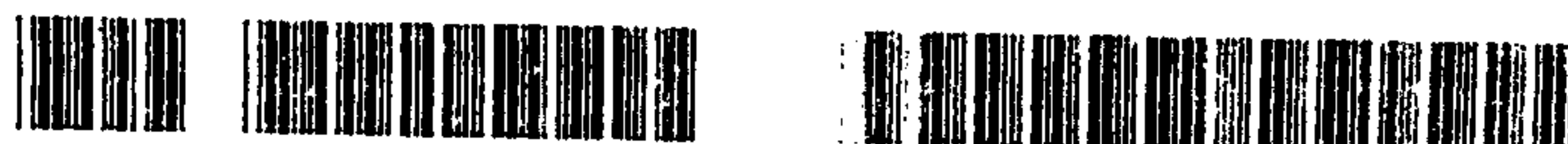
LENDER: First Partners Bank

By: Chris Cotton
Its: Loan Officer

Date



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BUSINESS ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF Jefferson)

I, Wendy M. Fields

, Notary Public

in and for said County and in said State, hereby certify that Chris Cotton, Loan Officer of First Partners Bank, a(n) United States of America National 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 National Bank.

Given under my hand this the

My commission expires:

PUBLIC STATE OF ALABAMA AT LARGE
COMMISSION EXPIRES: Aug 1, 2015
NOTARY PUBLIC UNDERWRITERS

(Official Seal)

Wendy M. Fields

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