

RECORDATION REQUESTED BY:

Trustmark National Bank
Alabama Main Office
107 St. Francis Street
Mobile, AL 36602

WHEN RECORDED MAIL TO:

Trustmark National Bank
Attn: Loan Operations
P. O. Box 1182
Jackson, MS 39205

SEND TAX NOTICES TO:

Philip C. Hubbard
Kathy M. Hubbard
6875 Hwy 22
Montevallo, AL 35115



20150812000279500 1/3 \$21.00
Shelby Cnty Judge of Probate, AL
08/12/2015 11:10:21 AM FILED/CERT

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

9010

Notice: This Modification of Mortgage does not secure new indebtedness or an increased amount of debt under the Note (as defined below).

THIS MODIFICATION OF MORTGAGE dated May 29, 2013, is made and executed between Philip C. Hubbard and Kathy M. Hubbard; Husband and Wife (referred to below as "Grantor") and Trustmark National Bank, whose address is 107 St. Francis Street, Mobile, AL 36602 (referred to below as "Lender").

MORTGAGE. BankTrust and Grantor have entered into a Mortgage dated April 25, 2008 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded May 13, 2008 in Instrument Number 20080513000194970 in the Office of the Judge of Probate, Shelby County, Alabama

Lender is the successor in interest to BankTrust pursuant to the following transaction:

BankTrust merged with and into Trustmark National Bank by virtue of that certain Agreement and Plan of Merger of BankTrust with and into Trustmark National Bank which was recorded in the Alabama Secretary of State's office on February 11, 2013.

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

THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED IN THE STATE OF ALABAMA, COUNTY OF SHELBY, TO-WIT:

LOT FIVE (5) IN BLOCK TWO (2) IN INDIAN SPRINGS RANCH, BEING A SUBDIVISION OF A PART OF THE NORTH HALF OF THE SOUTHEAST QUARTER AND THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION TWENTY-NINE; A PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION TWENTY-EIGHT; A PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION THIRTY-TWO; AND A PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION THIRTY-THREE; ALL IN TOWNSHIP NINETEEN SOUTH OF RANGE TWO WEST SITUATED IN SHELBY COUNTY, ALABAMA, ACCORDING TO THE PLAT THEREOF PREPARED BY A.A. WINTERS, REGISTERED SURVEYOR, AND RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA, ON SEPTEMBER 26, 1958, IN MAP RECORD 4, PAGE 29.

The Real Property or its address is commonly known as 236 Arrowhead Lane, Indian Springs, AL 35124.

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

The credit limit of the Credit Agreement and the amount above described Mortgage will be decreased to \$145,000.00

MAXIMUM LIEN. The total amount of the indebtedness secured by this Mortgage may decrease or increase from time to time, but the maximum amount of principal indebtedness which may be outstanding at any one time shall not exceed \$145,000.00, plus interest, and amounts expended or advanced by Lender for the payment of taxes, levies or insurance on the Property, and interest on such amounts.

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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 MAY 29, 2013.

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 [Signature] (Seal)
Philip C. Hubbard

X [Signature] (Seal)
Kathy M. Hubbard

LENDER:

TRUSTMARK NATIONAL BANK
X [Signature] (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: Mary Lawson, Commercial Lender
Address: 107 St. Francis Street
City, State, ZIP: Mobile, AL 36602

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama

COUNTY OF Shelby

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I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Philip C. Hubbard and Kathy M. Hubbard, 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 29th day of May, 20 13.

[Signature]
Notary Public

My commission expires 6-8-14



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LENDER ACKNOWLEDGMENT

STATE OF Alabama

COUNTY OF Shelby

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I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Judy L. Santa Cruz whose name as Lender of Trustmark National 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 Lender of Trustmark National Bank, executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 29th day of May, 2013.

Shelby J. Spears
Notary Public

My commission expires 9/3/2014

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