

RECORDATION REQUESTED BY:  
National Bank of Commerce  
Inverness - Birmingham  
5 Inverness Center Parkway  
Birmingham, AL 35242

WHEN RECORDED MAIL TO:  
National Bank of Commerce  
Inverness - Birmingham  
5 Inverness Center Parkway  
Birmingham, AL 35242

SEND TAX NOTICES TO:  
Stephanie Dorolek  
Joseph M Dorolek  
148 Glen Abbey Way  
Alabaster, AL 35007-0000

20151022000368900 1/2 \$24.50  
Shelby Cnty Judge of Probate, AL  
10/22/2015 12:07:58 PM FILED/CERT

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE



\*000000000008000153%0740%10022015\*

THIS MODIFICATION OF MORTGAGE dated October 2, 2015, is made and executed between Stephanie L. Dorolek, and Joseph M Dorolek, whose address is 148 Glen Abbey Way, Alabaster, AL 35007-0000; a married couple (referred to below as "Grantor") and National Bank of Commerce, whose address is 5 Inverness Center Parkway, Birmingham, AL 35242 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated October 6, 2005 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded 11/07/2005 in Shelby County Judge of Probate file #20051107000578470.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in Shelby County, State of Alabama:  
Lot 61, according to the Survey of Weatherly, Glen Abbey, Sector 12, Phase 3, as recorded in Map Book 19, Page 155, in the Probate Office of Shelby County, Alabama, being situated in Shelby County, Alabama.

The Real Property or its address is commonly known as 148 Glen Abbey Way, Alabaster, AL 35007-0000.

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

The Mortgage secures the Interest Only Home Equity Line of Credit dated October 6, 2005 from Stephanie L Dorolek and Joseph M Dorolek, a married couple, ("Borrower") to Lender, the Interest Only Home Equity Line of Credit, which is being modified by the new Credit Agreement and Disclosure between Borrower and Lender dated the same date as this Modification. The Mortgage, as modified hereby, shall secure the Credit Agreement and Disclosure and any and all previous and future renewals of, extensions of, modifications of refinancing's of, consolidations of, and substitutions for the Credit Agreement and Disclosure .

The Principal amount available under the Interest Only Home Equity Line of Credit, which originally was \$10,000.00 on June 6, 2005 (on which any required taxes already have been paid) is now increased by \$5,000.00 as of this modification dated October 2, 2015.

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 OCTOBER 2, 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 Stephanie Dorolek (Seal)  
Stephanie Dorolek

x Joseph M Dorolek (Seal)  
Joseph M Dorolek

LENDER:

NATIONAL BANK OF COMMERCE

x Lauren Dobson, AVP/Branch Manager (Seal) SVP Retail  
Lauren Dobson, AVP/Branch Manager

This Modification of Mortgage prepared by:

Name: Laura Turner, Loan Operations Specialist  
Address: 5 Inverness Center Parkway  
City, State, ZIP: Birmingham, AL 35242

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama  
COUNTY OF Jefferson

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) SS  
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Shelby Cnty Judge of Probate, AL  
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I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **Stephanie Dorolek and Joseph M Dorolek, a married couple**, 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 2nd day of October, 2015  
Shelby County  
Notary Public

My commission expires MY COMMISSION EXPIRES:  
June 18, 2019

LENDER ACKNOWLEDGMENT

STATE OF Alabama  
COUNTY OF Jefferson

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) SS  
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I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **Lauren Dobson** whose name as **AVP/Branch Manager 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 **AVP/Branch Manager of National Bank of Commerce**, executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 2nd day of October, 2015  
Shelby County  
Notary Public

My commission expires MY COMMISSION EXPIRES:  
June 18, 2019