

RECORDATION REQUESTED BY:

Trustmark National Bank
Montevallo Branch
835 Main Street
Montevallo, AL 35115

WHEN RECORDED MAIL TO:

Trustmark National Bank
Attn: Loan Operations
P. O. Box 1182
Jackson, MS 39215-1182



20151029000376890 1/3 \$21.65
Shelby Cnty Judge of Probate, AL
10/29/2015 10:33:51 AM FILED/CERT

SEND TAX NOTICES TO:

Nell L. Lucas Hamrick
235 Melton Street
Montevallo, AL 35115

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE



L-9040-A00017214770-F0028769818-89522-P01

Notice: The original principal amount available under the Note (as defined below), which was \$25,000.00 (on which any required taxes already have been paid), now is increased by an additional \$1,068.12.

THIS MODIFICATION OF MORTGAGE dated October 7, 2015, is made and executed between Nell L. Lucas Hamrick (referred to below as "Grantor") and Trustmark National Bank, whose address is 835 Main Street, Montevallo, AL 35115 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated August 26, 2005 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded September 12, 2005 in Instrument Number 20050912000469400 in the Office of the Judge of Probate, Shelby County, Alabama

Lender is the successor in interest to The Peoples Bank and Trust Company pursuant to the following transactions:

The Peoples Bank and Trust Company merged with and into BankTrust by merger agreement filed in the Alabama Secretary of State's office on December 11, 2007, effective on December 14, 2007.

BankTrust was subsequently merged with and into Trustmark National Bank, Jackson, MS, according to 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:

LOT 1, ACCORDING TO THE MAP AND SURVEY OF CHRISTY TOWNHOMES, AS RECORDED IN MAP BOOK 22, PAGE 73, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

The Real Property or its address is commonly known as 235 Melton Street, Montevallo, AL 35115.

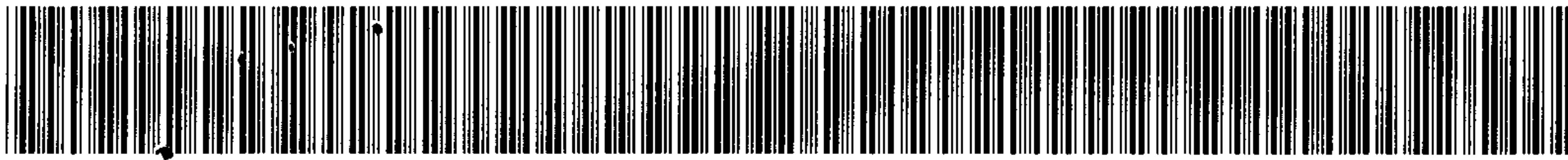
MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

Alabama Mortgage Recordation Tax of \$63.50 has been paid on the original note and mortgage amount of \$25,000.00.

Alabama Mortgage Recordation Tax of \$1.65 is being paid on the increased note and mortgage amount of \$1,068.12.

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 \$14,407.00, 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.

CROSS-COLLATERALIZATION. In addition to the Note, this Mortgage secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now



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MODIFICATION OF MORTGAGE (Continued)

Loan No: 28769818-89522

Page 2

existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable. .

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.

TAX AND INSURANCE RESERVES. Subject to any limitations and consistent with any requirements set by applicable law, Lender may require Grantor to maintain with Lender reserves for payment of annual taxes, assessments, and insurance premiums, which reserves shall be created by an initial deposit and subsequent monthly payments, or payments at such other interval as payments under the Note may be due, of a sum estimated by Lender to be sufficient to pay the total annual taxes, assessments, and insurance premiums Lender reasonably anticipates to be paid from these reserves. The reserve funds shall be held by Lender as a general deposit from Grantor, which Lender may satisfy by payment of the taxes, assessments, and insurance premiums required to be paid by Grantor as they become due. Lender shall have the right to draw upon the reserve funds to pay such items, and Lender shall not be required to determine the validity or accuracy of any item before paying it. Nothing in the Mortgage shall be construed as requiring Lender to advance other monies for such purposes, and Lender shall not incur any liability for anything it may do or omit to do with respect to the reserve account. Subject to any limitations set by applicable law, if the reserve funds disclose a shortage or deficiency, Grantor shall pay such shortage or deficiency as required by Lender. If Lender discovers that the payments into the reserve account have produced a surplus beyond the annual amounts due to be paid from the reserve funds by more than the cushion permitted by applicable law, but a payment on the Note has not been received within 30 days of the payment due date, Lender may retain the excess funds. All amounts in the reserve account are hereby pledged to further secure the Indebtedness, and Lender is hereby authorized to withdraw and apply such amounts on the Indebtedness upon the occurrence of an Event of Default. Lender shall not be required to pay any interest or earnings on the reserve funds unless required by law or agreed to by Lender in writing. Lender does not hold the reserve funds in trust for Grantor, and Lender is not Grantor's agent for payment of the taxes and assessments required to be paid by Grantor.

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 7, 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:

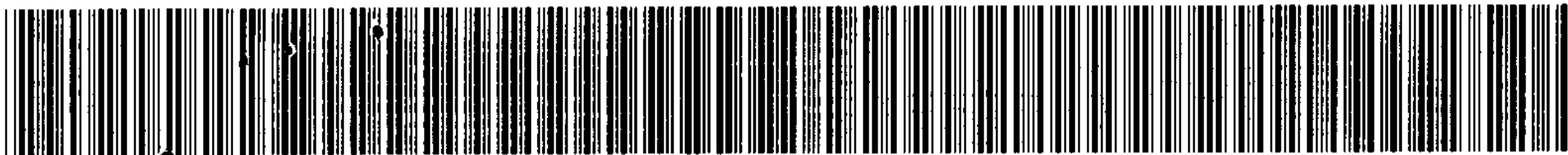
x Neil L. Lucas Hamrick (Seal)
Neil L. Lucas Hamrick

LENDER:

20151029000376890 2/3 \$21.65
Shelby Cnty Judge of Probate, AL
10/29/2015 10:33:51 AM FILED/CERT

TRUSTMARK NATIONAL BANK

x Judy L. Santa Cruz (Seal)
Authorized Signer



L-9040-A00017214770-F0028769818-89522-P03

Loan No: 28769818-89522

MODIFICATION OF MORTGAGE (Continued)

Page 3

This Modification of Mortgage prepared by:

Name: Judy Santa Cruz, Retail Banker, MLO
Address: 835 Main Street
City, State, ZIP: Montevallo, AL 35115

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama

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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 **Nell L. Lucas Hamrick**, 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 said Modification, he or she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 7th day of October, 2015

Judy L Santa Cruz
Notary Public

My commission expires 8-4-18

LENDER ACKNOWLEDGMENT

STATE OF Alabama

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) SS

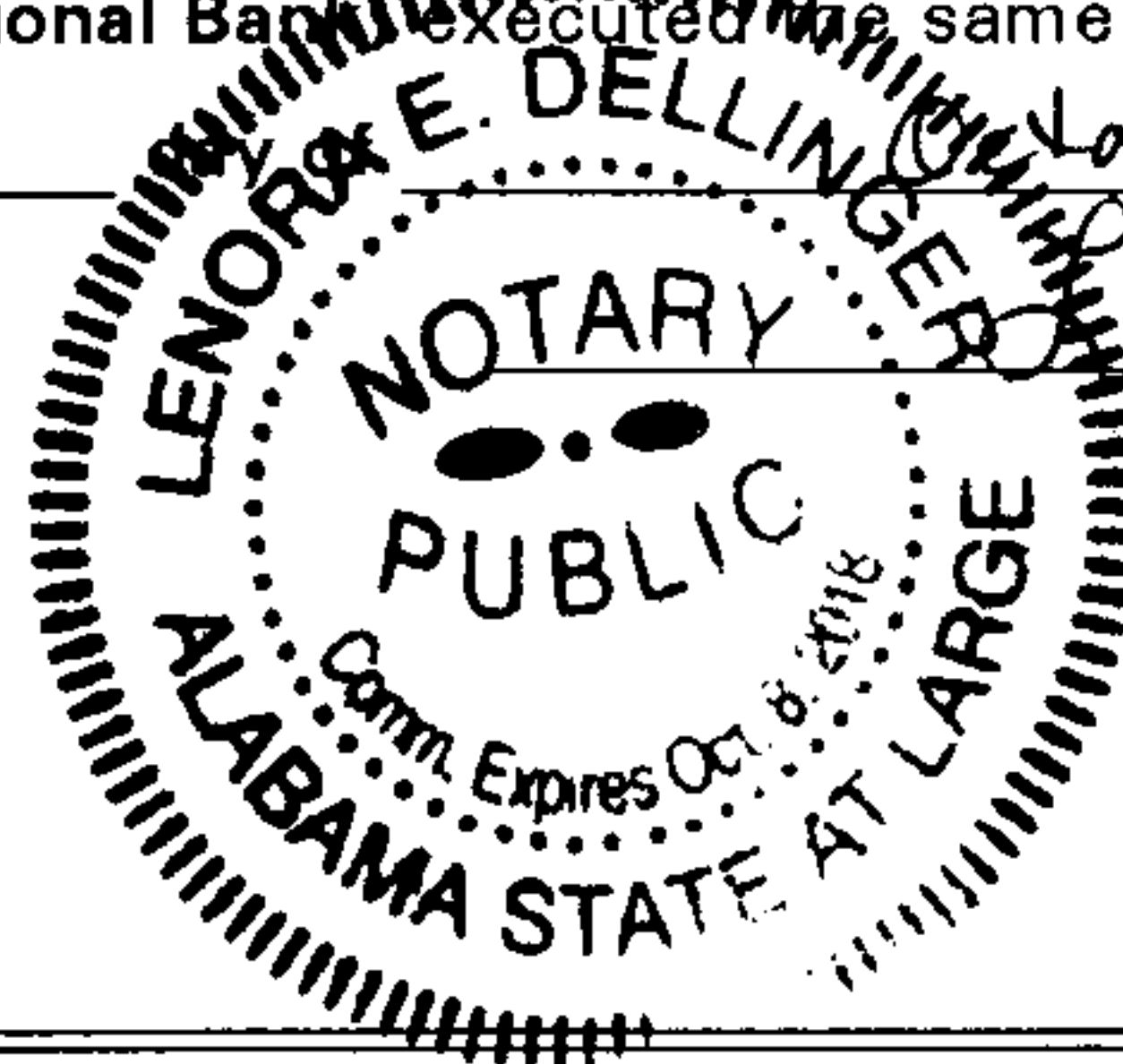
COUNTY OF Shelby

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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 Officer 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 Officer of **Trustmark National Bank** executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 7th day of October, 2015

My commission expires 10/08/18



20151029000376890 3/3 \$21.65
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Lenora E Dellinger
Notary Public