

20151217000430500
12/17/2015 11:21:08 AM
MORTAMEN 1/4

THIS INSTRUMENT PREPARED BY:

Oakworth Capital Bank
2100A Southbridge Parkway, Suite 445
Birmingham, AL 35209-0000

~~AFTER RECORDING RETURN TO:~~

Oakworth Capital Bank
2100A Southbridge Parkway, Suite 445
Birmingham, AL 35209-0000

(Space Above This Line For Recording Data)

LOAN NUMBER: .

NMLS COMPANY IDENTIFIER: 774724

NMLS ORIGINATOR IDENTIFIER: 799590

MODIFICATION AGREEMENT - MORTGAGE

THIS MODIFICATION AGREEMENT ("Agreement") is made this 25th day of November, 2015, between James Stanton Hill and Amelia Shea Hill, a married couple, whose address is 5121 Greystone Way, Hoover, Alabama 35242 ("Mortgagor"), and Oakworth Capital Bank whose address is 2100A Southbridge Parkway, Suite 445, Birmingham, Alabama 35209 ("Lender").

Oakworth Capital Bank and Mortgagor entered into a Mortgage dated August 24, 2012 and recorded on 09/11/2012 in Instrument #20120911000343390 in the Shelby County Judge of Probate, Alabama., records of County of Shelby, State of Alabama ("Mortgage"). The Mortgage covers the following described real property:

Address: 5121 Greystone Way, Birmingham, Alabama 35242

Legal Description: See attached Exhibit A

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 credit limit amount from \$289,500.00 to \$356,000.00.

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.

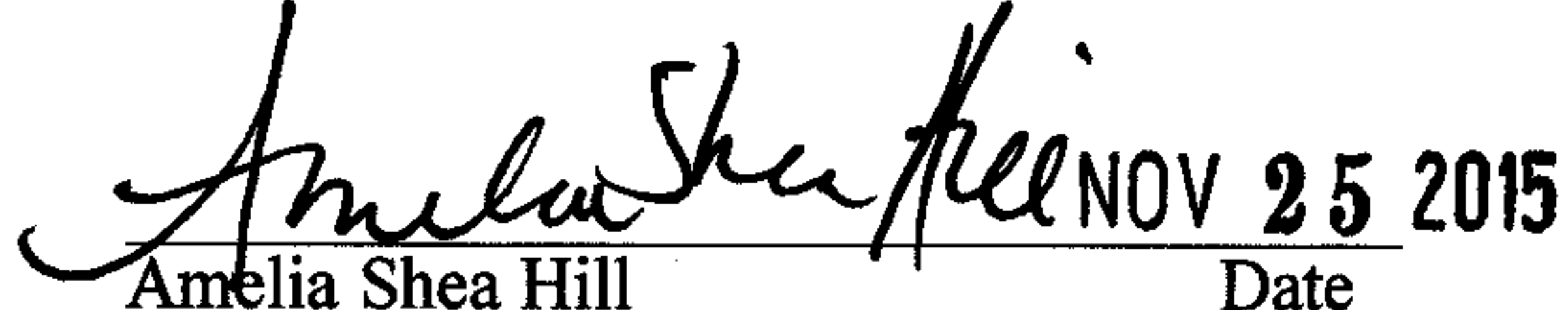
This Agreement shall be binding upon the heirs, successors, and assigns with respect to parties hereto. Whenever used, the singular shall include the plural, the plural, the singular, and the use of any gender shall be applicable to all genders.

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.


James Stanton Hill

NOV 25 2015
Date


Amelia Shea Hill

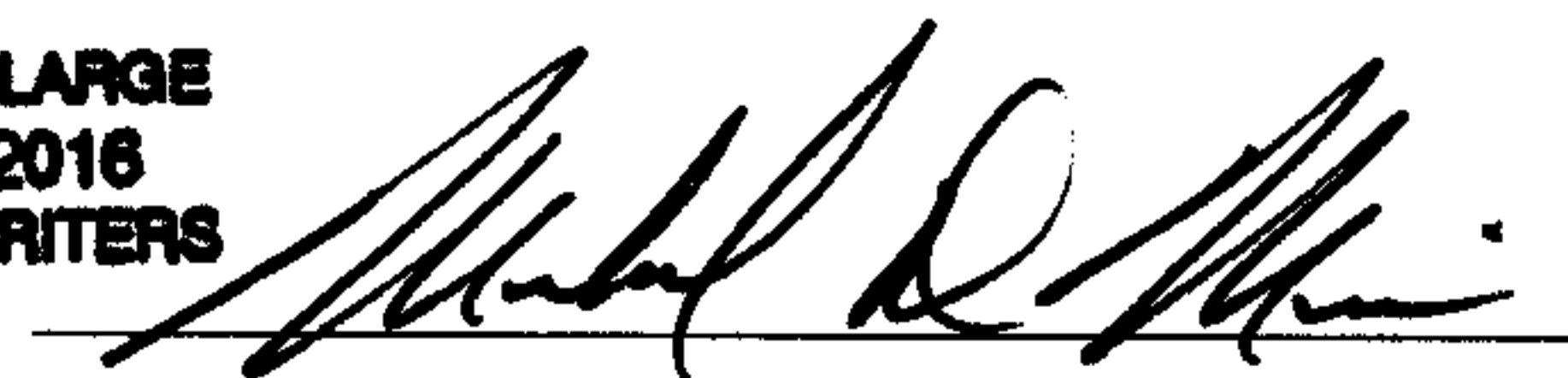
NOV 25 2015
Date

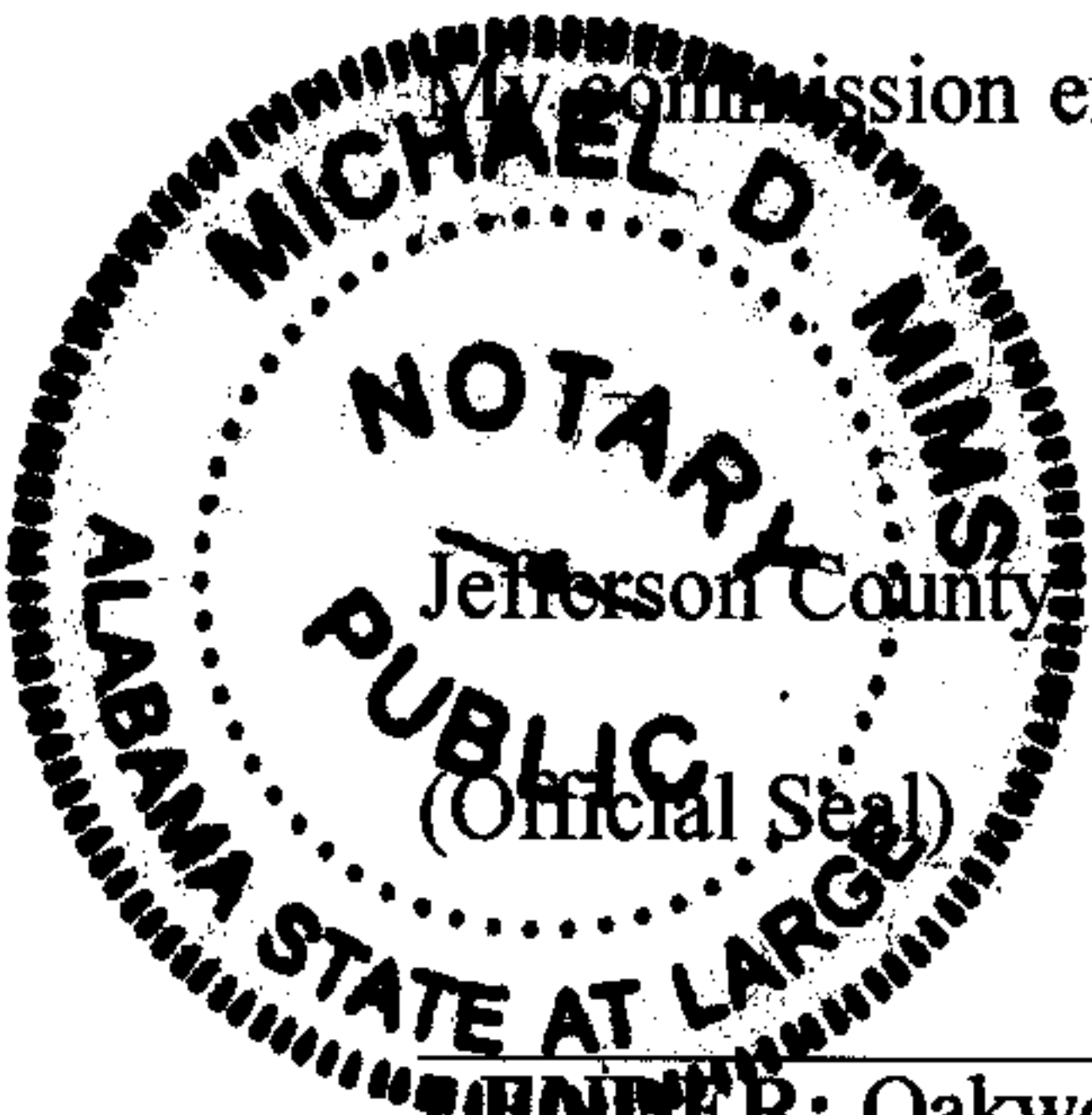
INDIVIDUAL ACKNOWLEDGMENT

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, Michael D. Mims, a Notary Public, do hereby certify that James Stanton Hill and Amelia Shea Hill, 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 25th day of November, 2015.

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Feb 16, 2016
BONDED THRU NOTARY PUBLIC UNDERWRITERS





residing in

Identification Number

LENDER: Oakworth Capital Bank

 NOV 25 2015
By: Michael D Mims Date
Its: Managing Director



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BUSINESS ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

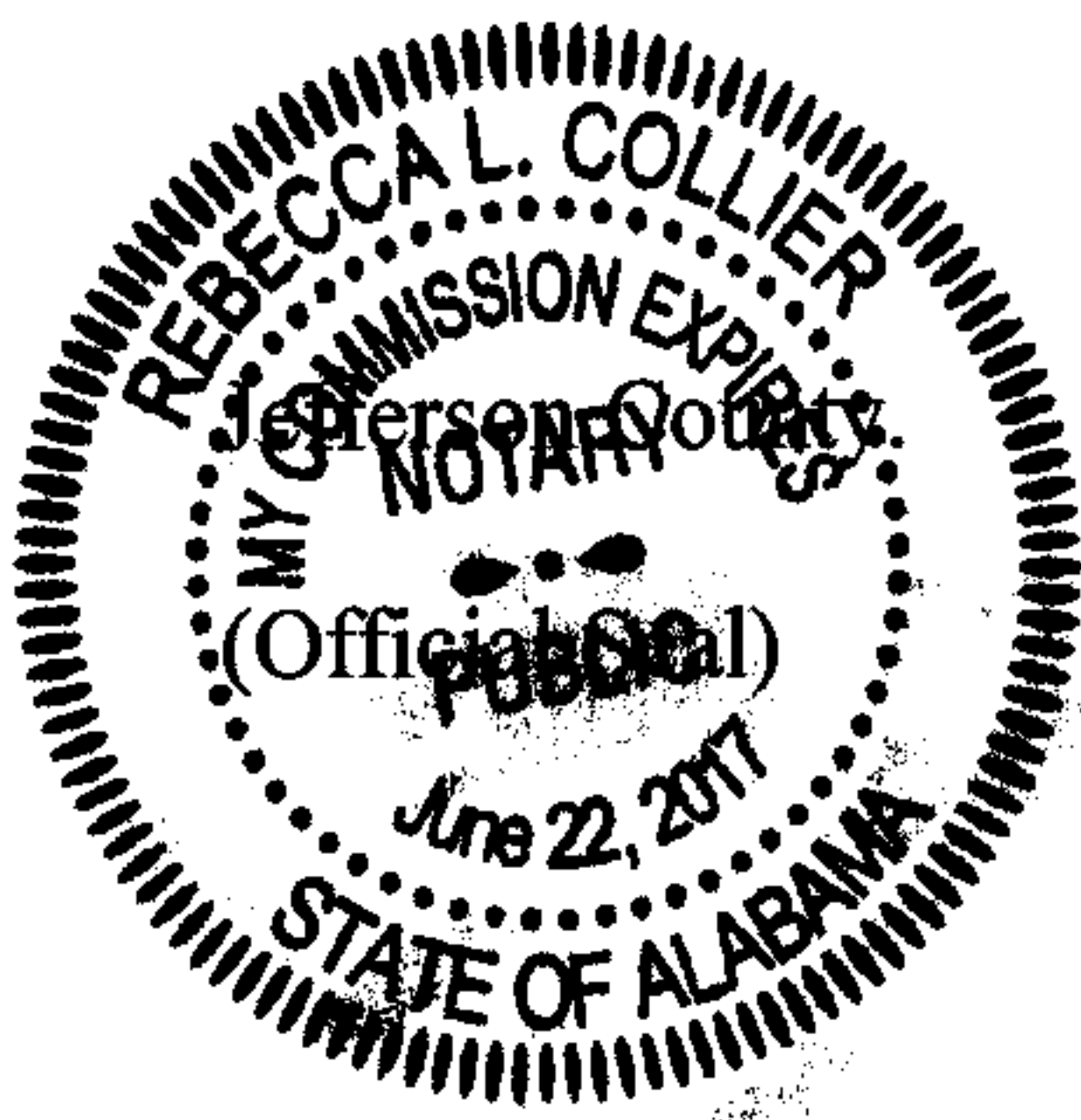
I, Rebecca L. Collier, Notary Public in and for said County and in said State, hereby certify that Michael D Mims, Managing Director of Oakworth Capital Bank, a(n) Alabama State Bank, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being 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 State Bank.

Given under my hand this the 25th day of November, 2015.

My commission expires:

June 22, 2017 Rebecca L. Collier

residing in



20151217000430500 12/17/2015 11:21:08 AM MORTAMEN 4/4

EXHIBIT A

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

LOT 34, ACCORDING TO THE SURVEY OF GREYSTONE, 4TH SECTOR, AS RECORDED IN MAP BOOK 16, PAGE 89 A, B AND C, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

BEING ALL OF THAT CERTAIN PROPERTY CONVEYED TO JAMES STANTON HILL AND AMELIA SHEA HILL, FOR AND DURING THEIR JOINT LIVES AND UPON THE DEATH OF EITHER, THEN TO THE SURVIVOR OF THEM FROM FRANK A. PADUCH, AND WIFE, KIM T. PADUCH BY DEED DATED 08/24/2012 AND RECORDED 09/11/2012 IN INSTRUMENT 20120911000343370, IN THE LAND RECORDS OF SHELBY COUNTY, ALABAMA.

PPN: 03 8 28 0 001 006.023
JAMES STANTON HILL AND AMELIA SHEA HILL, FOR AND DURING THEIR JOINT LIVES AND UPON THE DEATH OF EITHER OF THEM, THEN TO THE SURVIVOR OF THEM

5121 GREYSTONE WAY, BIRMINGHAM AL 35242

Loan Reference Number : MIMS/LCOX

First American Order No: 50746073

Identifier:



WHEN RECORDED, RETURN TO:
When FIRST AMERICAN TITLE INSURANCE CO.
F: 1100 SUPERIOR AVENUE, SUITE 200 ces
1: CLEVELAND, OHIO 44114 .00
C: NATIONAL RECORDING

HILL
50746073

AL

FIRST AMERICAN ELS
MODIFICATION AGREEMENT



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
12/17/2015 11:21:08 AM
\$122.75 CHERRY
20151217000430500