

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:

William Loyd Smith Jr
Patricia P Smith
305 Carnoustie Drive
Shoal Creek, AL 35242-0000



20160315000083170 1/2 \$169.00
Shelby Cnty Judge of Probate, AL
03/15/2016 01:14:40 PM FILED/CERT

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE



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THIS MODIFICATION OF MORTGAGE dated March 3, 2016, is made and executed between William Loyd Smith Jr. (William Loyd Smith Jr. and William L Smith are one and the same person) and Patricia P Smith, whose address is 305 Carnoustie Drive, Shoal Creek, AL 35242-0000; husband and wife (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 April 21, 2011 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded May 25, 2011 with Shelby County Judge of Probate, Alabama in file #20110525000165870.

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

Lot 124, according to the Survey of Shoal Creek, as recorded in Map Book 6, page 150, in the Probate Office of Shelby County, Alabama.

The Real Property or its address is commonly known as 305 Carnoustie Drive, Shoal Creek, AL 35242-0000.

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

The collateral described in each security agreement, mortgage, deed of trust, pledge agreement or other document that currently secures the Note shall continue to secure the Note and any and all previous and future renewals of, extensions of, modifications of, refinancing's of, and substitutions for the Note.

The Mortgage secures the Credit Agreement and Disclosure dated April 21, 2011 from William Loyd Smith Jr and Patricia P Smith (William Loyd Smith Jr and William L Smith are one and the same person), ("Borrower") to Lender (the "Note"), 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 Note

The Principal amount available under the Credit Agreement and Disclosure, which originally was \$150,000.00 on April 21, 2011 (on which any required taxes already have been paid) is now increased to \$250,000.00 as of this modification dated March 3, 2016

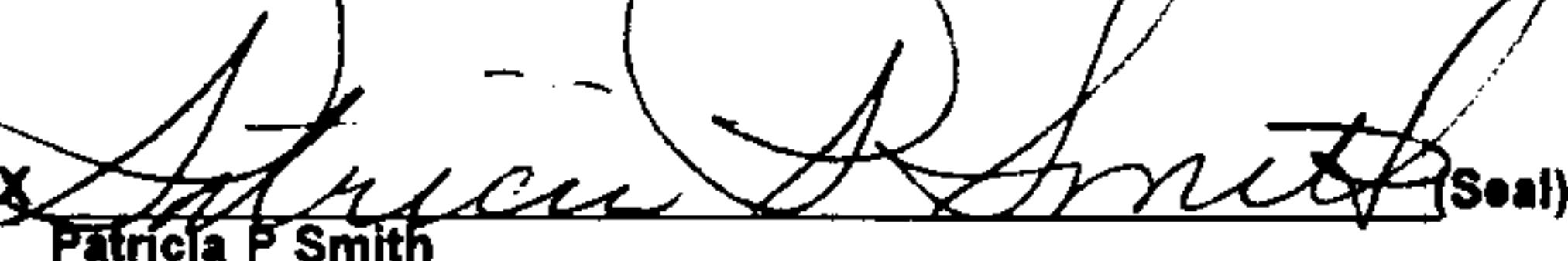
CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right 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.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED MARCH 3, 2016.

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  (Seal)
William Loyd Smith Jr


X  (Seal)
Patricia P Smith

LENDER:

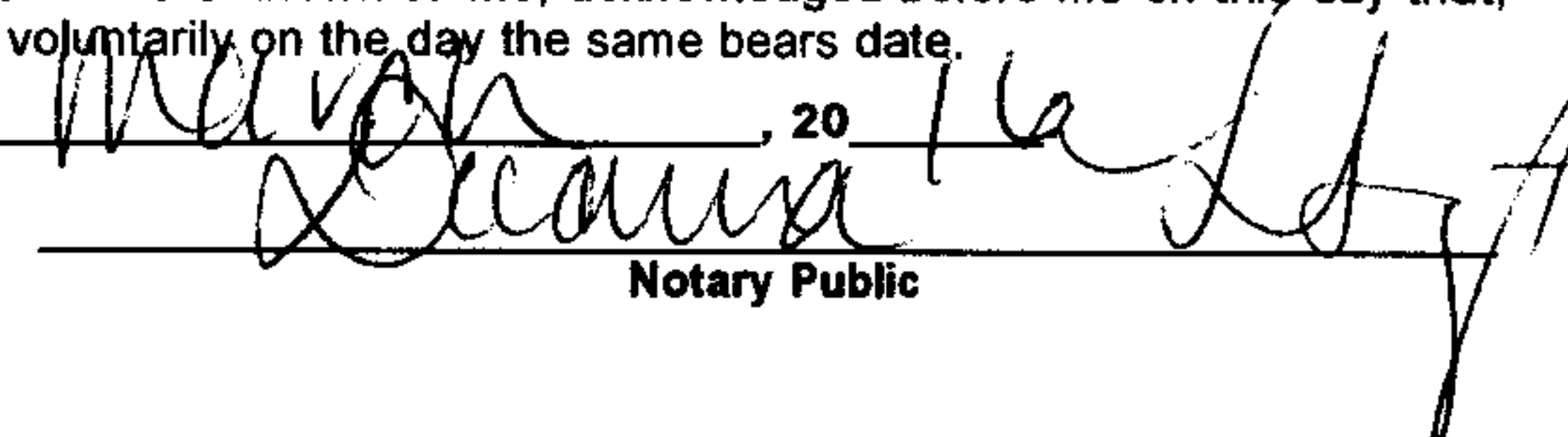
NATIONAL BANK OF COMMERCE

X  (Seal)
Lauren Dobson, AVP/Branch Manager

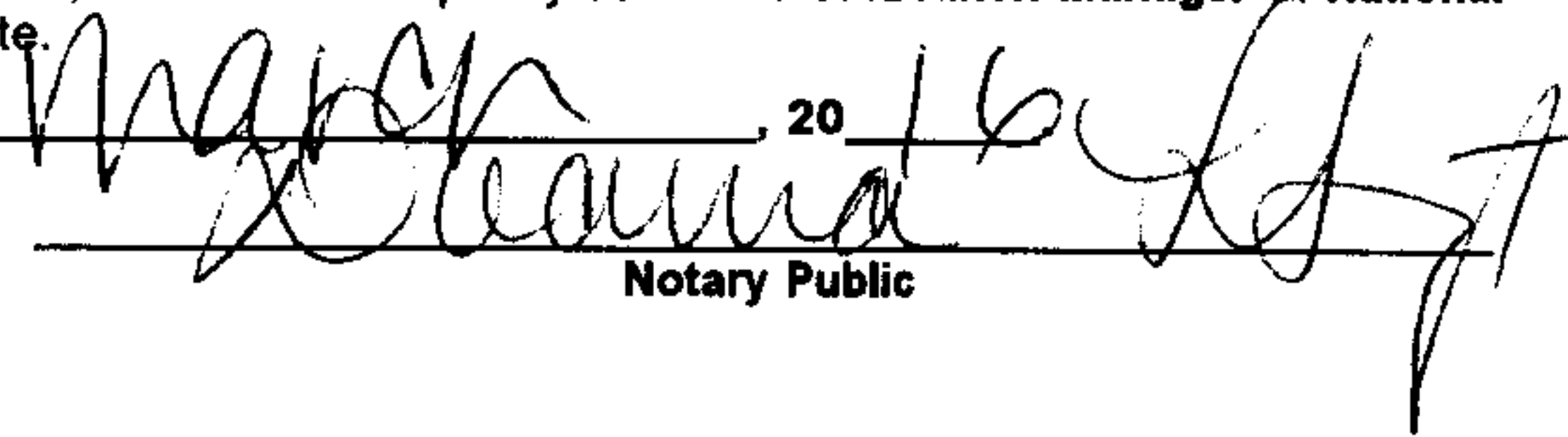
This Modification of Mortgage prepared by:

Name: Laura Turner, Loan Operations Specialist
Address: P.O. Box 381748
City, State, ZIP: Birmingham, AL 35238
20160315000083170 2/2 \$169.00
Shelby Cnty Judge of Probate, AL
03/15/2016 01:14:40 PM FILED/CERT

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama)
COUNTY OF Jefferson) SS
)I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **William Loyd Smith Jr and Patricia P Smith, 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 3rd day of March, 2016

Notary PublicMy commission expires MY COMMISSION EXPIRES:
June 18, 2019

LENDER ACKNOWLEDGMENT

STATE OF Alabama)
COUNTY OF Jefferson) SS
)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 the same bears date.Given under my hand and official seal this 3rd day of March, 2016

Notary PublicMy commission expires MY COMMISSION EXPIRES:
June 18, 2019