

**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:**

Harold P Whatley II  
Holly E Whatley  
4121 Crescent Circle  
Hoover, AL 35242-0000



20160406000111050 1/2 \$110.65  
Shelby Cnty Judge of Probate, AL  
04/06/2016 10:39:06 AM FILED/CERT

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

**MODIFICATION OF MORTGAGE**

\*000000000008018305%0740%03042016\*

**THIS MODIFICATION OF MORTGAGE** dated March 4, 2016, is made and executed between Harold P. Whatley II and Holly E. Whatley; a married couple;

Harold P. Whatley II is one and the same person as Harold Prince Whatley II; Holly E. Whatley is one and the same person as Holly Ellis Whatley. (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 September 26, 2011 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

recorded on October 18, 2011 in instrument No. 20111018000310460 and Modification of Mortgage dated July 3, 2012 and recorded on July 12, 2012 in instrument No. 20120712000249380 .

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

Lot 35, according to the 1st Amended Map of Greystone Farms Milner's Crescent Sector-Phase 1, as recorded in Map Book 19, Page 140, in the Probate Office of Shelby County, Alabama

The Real Property or its address is commonly known as 4121 Crescent Circle, Hoover, AL 35242.

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

The Mortgage secures the note or credit agreement dated September 26, 2011 from Harold P Whatley II and Holly E Whatley; a married couple (Harold P Whatley II is one and the same person as Harold Prince Whatley II; Holly E Whatley is one and the same person as Holly Ellis Whatley) ("Borrower") to Lender ("Note"), which is being modified the same date as this modification (the "Credit Agreement and Disclosure"). The Mortgage, as modified hereby, shall secure the Note as modified by the Credit Agreement and Disclosure and any and all previous and future renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Note.


The Principal amount available under the Note, which originally was \$89,400.00 on 9/26/2011 (on which any required taxes have already been paid) and was decreased to 44,700.00 on July 3, 2012 now is being increased to \$105,750.00 as of the modification dated 3/4/2016.

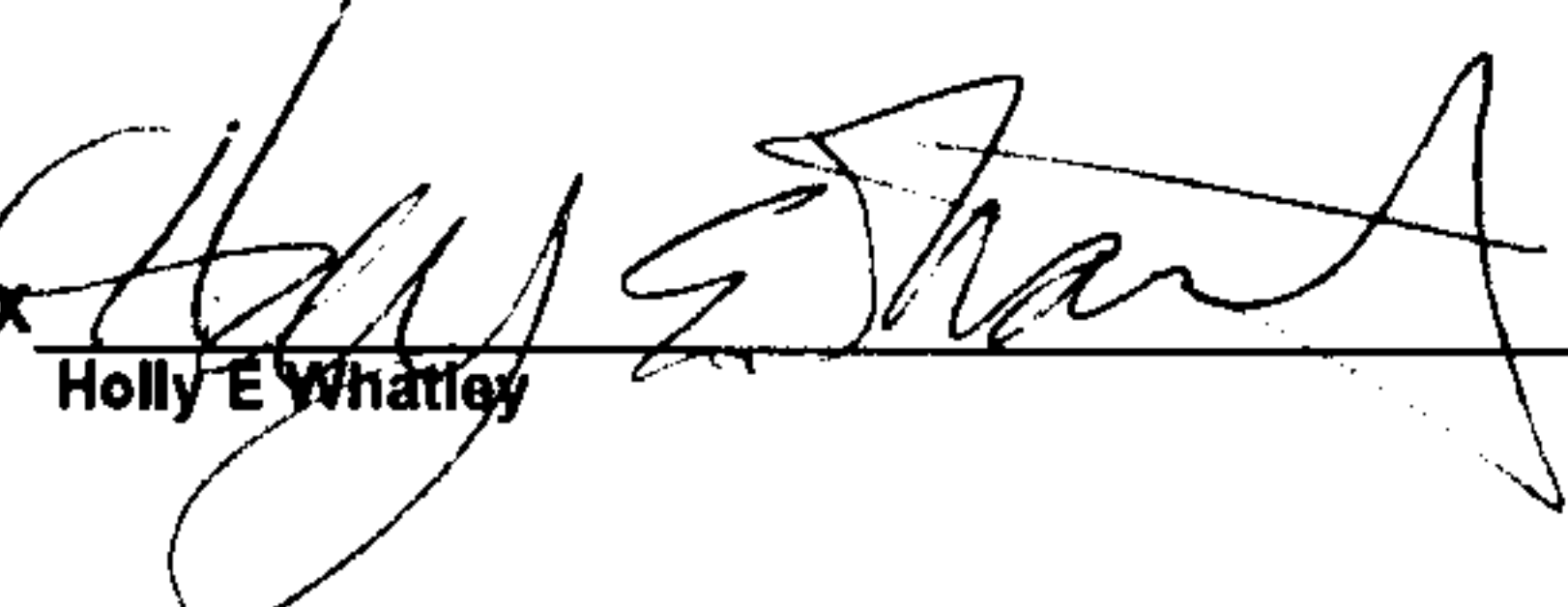
**CONTINUING VALIDITY.** Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's 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 4, 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)  
Harold P Whatley II

x  (Seal)  
Holly E Whatley

**LENDER:**

**NATIONAL BANK OF COMMERCE**

x  (Seal)  
Lauren Dobson, AVP/Branch Manager

This Modification of Mortgage prepared by:

Name: Ursula Davis, Loan Operations Specialist  
Address: P.O. Box 381748  
City, State, ZIP: Birmingham, AL 35242

## INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama )  
COUNTY OF Jefferson ) SS  
)20160406000111050 2/2 \$110.65  
Shelby Cnty Judge of Probate, AL  
04/06/2016 10:39:06 AM FILED/CERTI, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **Harold P Whatley II and Holly E Whatley, 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 11th day of March, 2016  
Ursula Davis  
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 11th day of March, 2016  
Lauren Dobson  
Notary PublicMy commission expires MY COMMISSION EXPIRES  
June 18, 2019