

THIS INSTRUMENT PREPARED BY:  
Oakworth Capital Bank  
2100A Southbridge Parkway, Suite 445  
Birmingham, AL 35209

20160411000119180  
04/11/2016 04:02:18 PM  
MORTAMEN 1/4

*WHEN RECORDED, RETURN TO:  
FIRST AMERICAN TITLE INSURANCE CO.  
1100 SUPERIOR AVENUE, SUITE 200  
CLEVELAND, OHIO 44114  
NATIONAL RECORDING*

(Space Above This Line For Recording Data)

NMLS COMPANY IDENTIFIER: 774724  
NMLS ORIGINATOR IDENTIFIER: 799591

## MODIFICATION AGREEMENT - MORTGAGE

**THIS MODIFICATION AGREEMENT** ("Agreement") is made this 24th day of March, 2016, between G. Paul Moore aka Gregory P Moore and Cynthia C Moore, a married couple, whose address is 1020 Cole Circle, Birmingham, 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 March 23, 2009 and recorded on 4/08/2009 in Instrument #20090408000129880 in the Judge of Probate Office, records of County of Shelby, State of Alabama ("Mortgage"). The Mortgage covers the following described real property:

Address: 1020 Cole Circle, 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 amount from \$150,000.00 to \$330,000.00.

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

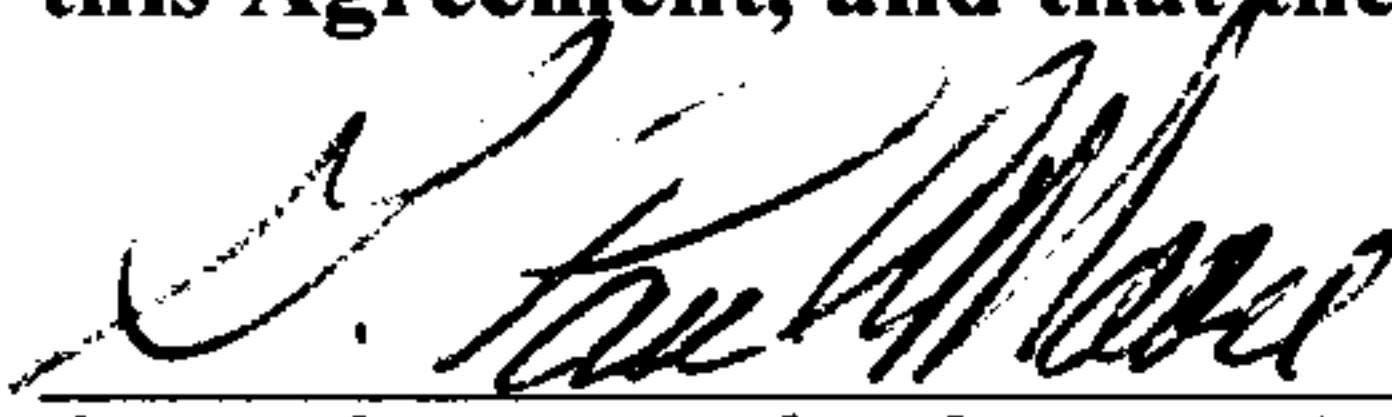


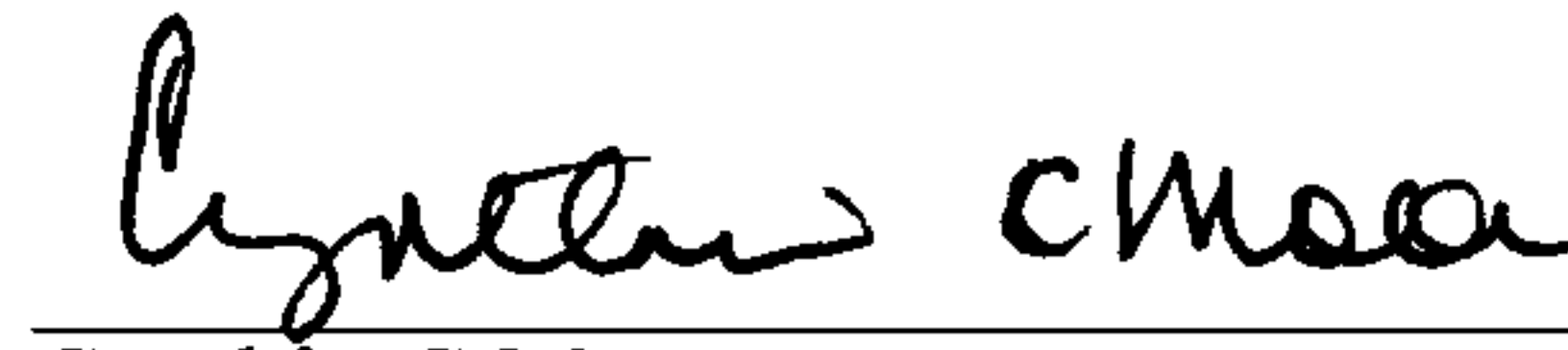
non-signing person consents to the changes and provisions of this Agreement or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

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.**

  
G. Paul Moore aka Gregory P  
Moore  
MAR 24 2016  
Date

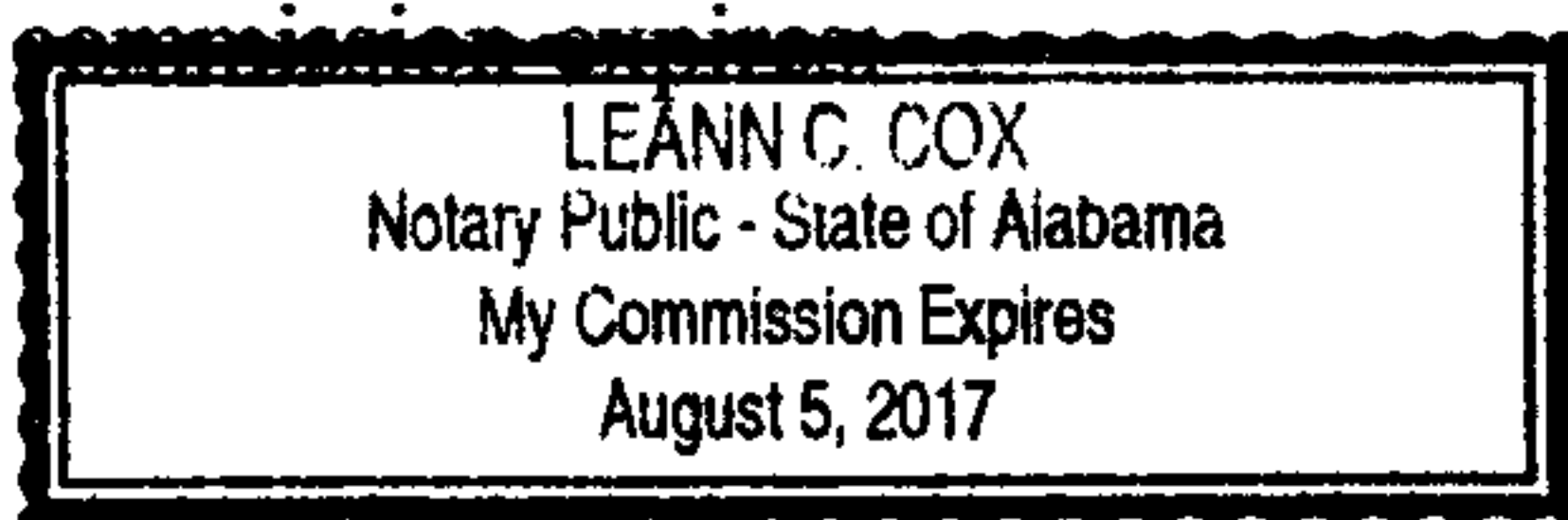
  
Cynthia C Moore  
MAR 24 2016  
Date

### INDIVIDUAL ACKNOWLEDGMENT

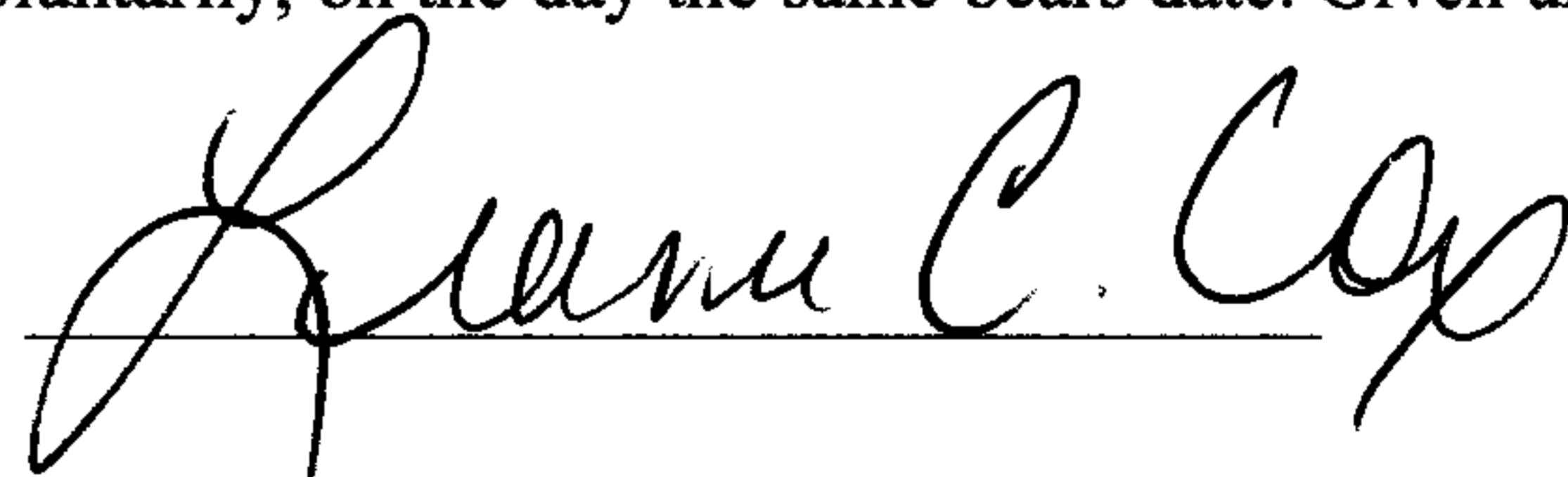
STATE OF ALABAMA )  
COUNTY OF Jefferson )

I, Leann C. Cox, a Notary, do hereby certify that G. Paul Moore aka Gregory P Moore and Cynthia C Moore, 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 24th day of March, 2016.

My



(Official Seal)



Identification Number

**LENDER:** Oakworth Capital Bank

  
By: James D Williams  
Its: Managing Director  
MAR 24 2016  
Date



BUSINESS ACKNOWLEDGMENT

STATE OF ALABAMA )

COUNTY OF *Jefferson* )

I, *Leann C. Cox*

, *Notary*

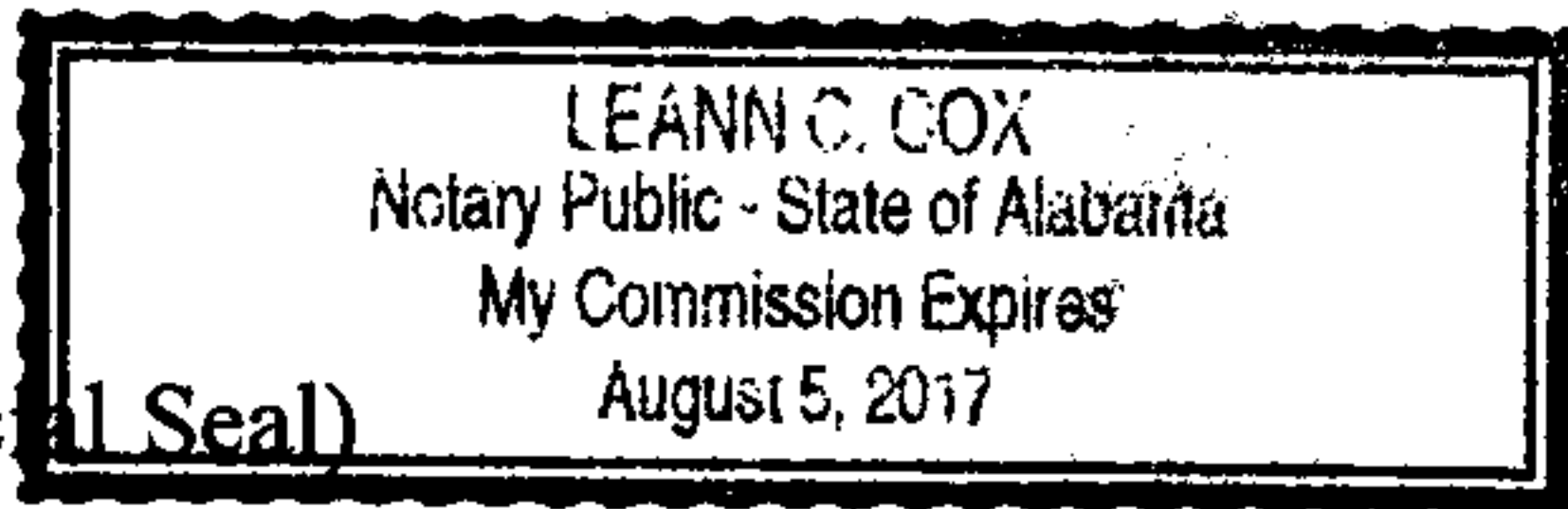
in and for said County and in

said State, hereby certify that James D Williams, 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 24th day of March, 2016.

My commission expires:

(Official Seal)



*Leann C. Cox*



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4/4

EXHIBIT A

SITUATED IN THE COUNTY OF SHELBY AND STATE OF ALABAMA:

LOT 518, ACCORDING TO THE MAP AND SURVEY OF EAGLE POINT - 5TH  
SECTOR, AS RECORDED IN MAP BOOK 18, PAGE 138, IN THE OFFICE  
OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

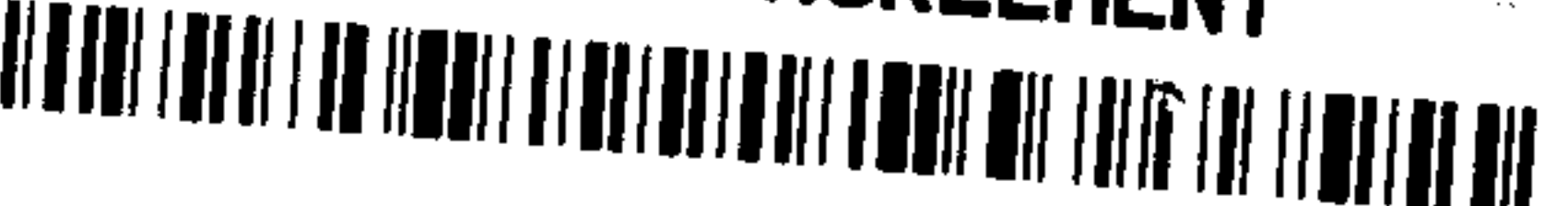
BEING ALL OF THAT CERTAIN PROPERTY CONVEYED TO G. PAUL MOORE  
AND CYNTHIA C. MOORE FOR AND DURING THEIR JOINT LIVES AND  
UPON DEATH OF EITHER OF THEM, THEN TO THE SURVIVOR OF THEM IN  
FEE SIMPLE, TOGETHER WITH EVERY CONTINGENT REMAINDER AND  
RIGHT OF REVERSION FROM REAMER DEVELOPMENT CORPORATION BY  
DEED DATED 04/29/1995 AND RECORDED 04/27/1995 IN INSTRUMENT  
NO. 1995-10948, IN THE LAND RECORDS OF SHELBY COUNTY,  
ALABAMA.

PPN: 09 3 07 0 006 018.000  
G. PAUL MOORE AND CYNTHIA C. MOORE FOR AND DURING THEIR  
JOINT LIVES AND UPON DEATH OF EITHER OF THEM, THEN TO THE  
SURVIVOR OF THEM IN FEE SIMPLE, TOGETHER WITH EVERY  
CONTINGENT REMAINDER AND RIGHT OF REVERSION

1020 COLE CIRCLE, BIRMINGHAM AL 35242  
Loan Reference Number : WILLIAMS/LCOX  
First American Order No: 51163952  
Identifier:



When Recorded, Return to:  
First American Mortgage Services  
1100 Superior Avenue, Suite 200  
Cleveland, OHIO 44114

 MOORE  
51163952  
FIRST AMERICAN ELS  
MODIFICATION AGREEMENT  


AL  
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Filed and Recorded  
Official Public Records  
Judge James W. Fuhrmeister, Probate Judge,  
County Clerk  
Shelby County, AL  
04/11/2016 04:02:18 PM  
\$294.00 DEBBIE  
20160411000119180