

20160428000140580
04/28/2016 02:29:35 PM
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 15th day of April, 2016, between Dylan D Myrick and Alexandria B. Myrick, a married couple, whose address is 617 Prestwick Drive, Hoover, Alabama 35244-2220 ("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 February 6, 2015 and recorded on February 26, 2015 in Instrument #20150226000060160, records of County of Shelby, State of Alabama ("Mortgage"). The Mortgage covers the following described real property:

Address: 617 Prestwick Drive, Hoover, Alabama 35244-2220

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 Maximum Principal Amount from \$50,000.00 to \$149,000.00..

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



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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.

 APR 15 2016
Dylan D Myrick Date

 APR 15 2016
Alexandria B. Myrick Date

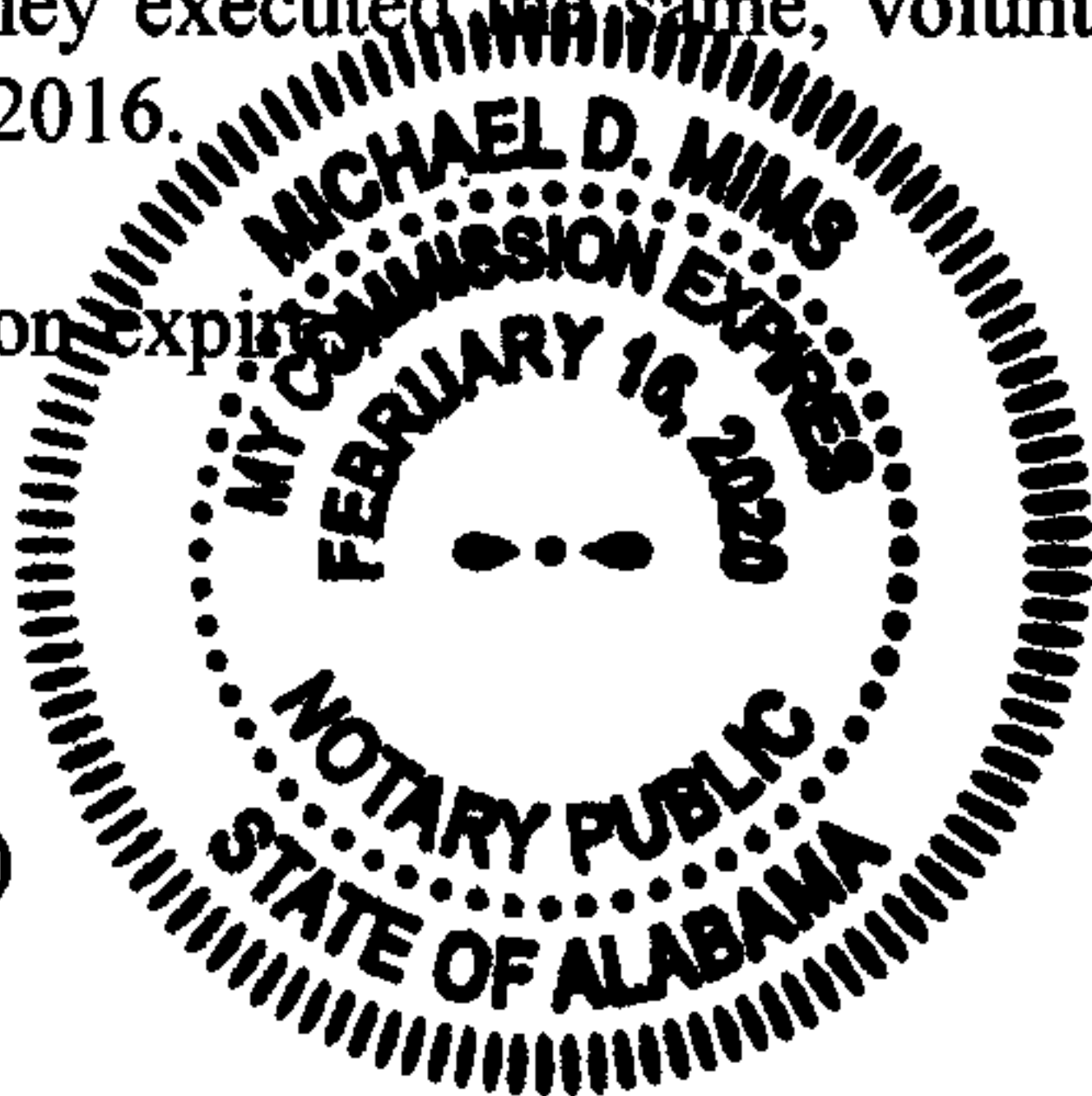
INDIVIDUAL ACKNOWLEDGMENT

STATE OF ALABAMA)
COUNTY OF Jefferson)

I, Michael D. Mims, a Notary Public, do hereby certify that Dylan D Myrick and Alexandria B. Myrick, 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 15th day of April, 2016.

My commission expires

(Official Seal)





Identification Number

LENDER: Oakworth Capital Bank

 APR 15 2016
By: Michael D Mims Date
Its: Managing Director



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BUSINESS ACKNOWLEDGMENT

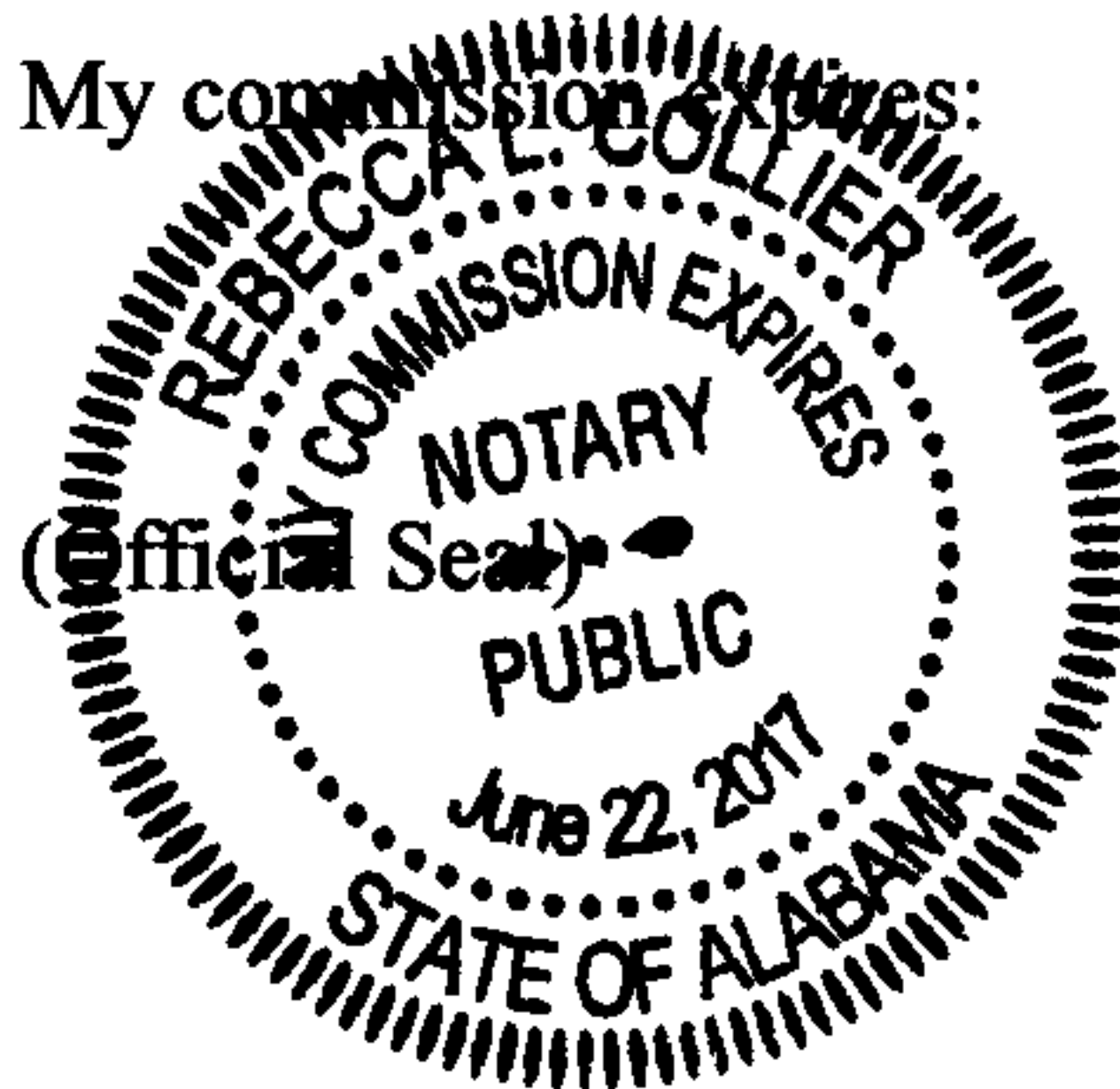
STATE OF ALABAMA)

COUNTY OF)

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 15th day of April, 2016.

My commission expires:



Rebecca L. Collier



EXHIBIT A

SITUATED IN THE COUNTY OF SHELBY AND STATE OF ALABAMA:

LOT 4, ACCORDING TO THE FINAL RECORD PLAT OF HEATHERWOOD, 7TH
SECTOR, AS RECORDED IN MAP BOOK 39, PAGE 84 A & B, IN THE
PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.



BEING ALL OF THAT CERTAIN PROPERTY CONVEYED TO DYLAN D.
MYRICK AND ALEXANDRIA B. MYRICK, AS JOINT TENANTS WITH RIGHT
OF SURVIVORSHIP FROM SCOTCH HOMES & LAND DEVELOPMENT GROUP,
INC. BY DEED DATED 06/19/2014 AND RECORDED 07/03/2014 IN
INSTRUMENT 20140703000201700, IN THE LAND RECORDS OF SHELBY
COUNTY, ALABAMA.

PPN: 10 2 09 0 003 004.000
DYLAN D. MYRICK AND ALEXANDRIA B. MYRICK, AS JOINT TENANTS
WITH RIGHT OF SURVIVORSHIP

617 PRESTWICK DRIVE, HOOVER AL 35244
Loan Reference Number : MIMS/MANN
First American Order No: 51203851
Identifier:



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

 MYRICK
51203851
FIRST AMERICAN ELS
MODIFICATION AGREEMENT
 AL



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
04/28/2016 02:29:35 PM
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