


RECORDATION REQUESTED BY:  
National Bank of Commerce  
Main Office - Birmingham  
813 Shades Creek Parkway Suite 100  
Birmingham, AL 35209

WHEN RECORDED MAIL TO:  
National Bank of Commerce  
Main Office - Birmingham  
813 Shades Creek Parkway Suite 100  
Birmingham, AL 35209

SEND TAX NOTICES TO:  
John P Maloney  
Mary E Maloney  
3405 Autumn Haze Lane  
Birmingham, AL 35242

  
20160627000221140 1/2 \$87.50  
Shelby Cnty Judge of Probate, AL  
06/27/2016 10:14:44 AM FILED/CERT

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

  
\*000000000008003095%0740%06202016\*

THIS MODIFICATION OF MORTGAGE dated June 20, 2016, is made and executed between John P Maloney and Mary E Maloney, whose address is 3405 Autumn Haze Lane, Birmingham, AL 35242; husband and wife (referred to below as "Grantor") and National Bank of Commerce, whose address is 813 Shades Creek Parkway Suite 100, Birmingham, AL 35209 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated August 9, 2012 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

recorded on 08/28/2012 in instrument number 20120828000323330 in the Probate Office of Shelby County, Alabama.

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

Lot 2, Block 1, according to the Survey of Applecross, A Subdivision of Inverness, as recorded in Map Book 6, page 42 A & B, in the Probate Office of Shelby County, Alabama

The Real Property or its address is commonly known as 3405 Autumn Haze Lane, Birmingham, AL 35242.

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

The Mortgage secures the Credit Agreement and Disclosure dated August 9, 2012 from John P Maloney and Mary E Maloney, a married couple, ("Borrower") to Lender, the Credit Agreement and Disclosure, 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 Credit Agreement and Disclosure .

The Principal amount available under the Note, which originally was \$25,000.00 on August 9, 2012 (on which any required taxes already have been paid) is now increased to \$72,000.00 as of this modification.

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 JUNE 20, 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)  
John P Maloney

X  (Seal)  
Mary E Maloney

LENDER:


NATIONAL BANK OF COMMERCE  
X  (Seal)  
Patrick Stallworth Carlton, Senior Vice President

This Modification of Mortgage prepared by:

Name: Melissa B Benson, Private & Professional Banking Assistant  
Address: 813 Shades Creek Parkway Suite 100  
City, State, ZIP: Birmingham, AL 35209

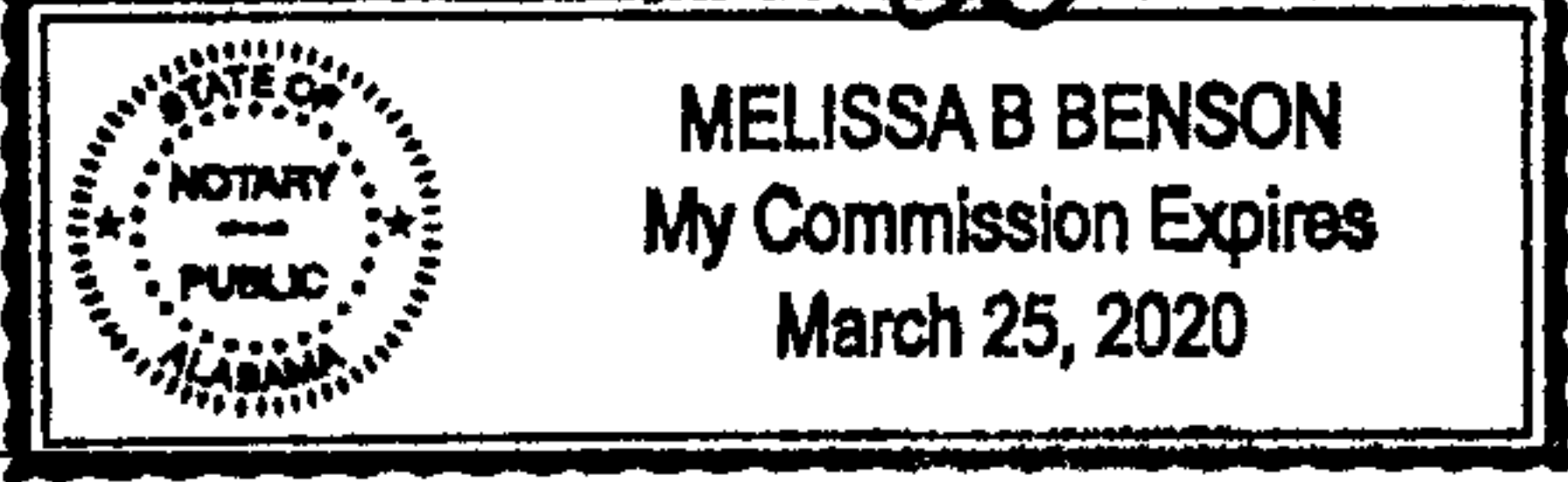
INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama )  
 ) SS  
COUNTY OF Jefferson )

  
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I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **John P Maloney and Mary E Maloney, 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 20th day of June, 2016.



My commission expires

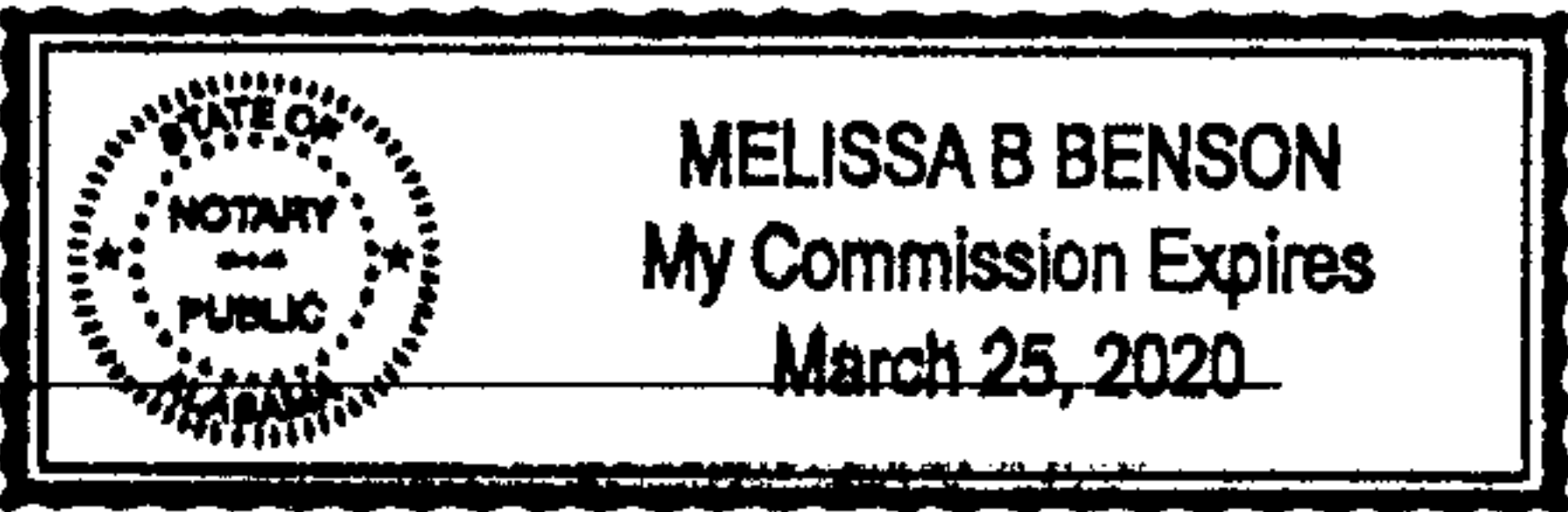
Melissa B Benson  
Notary Public

LENDER ACKNOWLEDGMENT

STATE OF Alabama )  
 ) SS  
COUNTY OF Jefferson )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **Patrick Stallworth Carlton** whose name as **Senior Vice President 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 **Senior Vice President of National Bank of Commerce**, executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 20th day of June, 2016.



My commission expires

Melissa B Benson  
Notary Public