

20160713000243950  
07/13/2016 02:39:13 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: 718252

## MODIFICATION AGREEMENT - MORTGAGE

**THIS MODIFICATION AGREEMENT** ("Agreement") is made this 20th day of June, 2016, between Dean D Flint and Brigitte B Flint, a married couple, whose address is 121 Connemara Trail, Birmingham, Alabama 35242-7082 ("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 November 22, 2013 and recorded on 12/10/2013 in Instrument #20131210000476110 in the Office of the Judge of Probate, records of County of Shelby, State of Alabama ("Mortgage"). The Mortgage covers the following described real property:

Address: 121 Connemara Trail, Birmingham, Alabama 35242-7082

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 \$106,500.00 to \$173,800.00.

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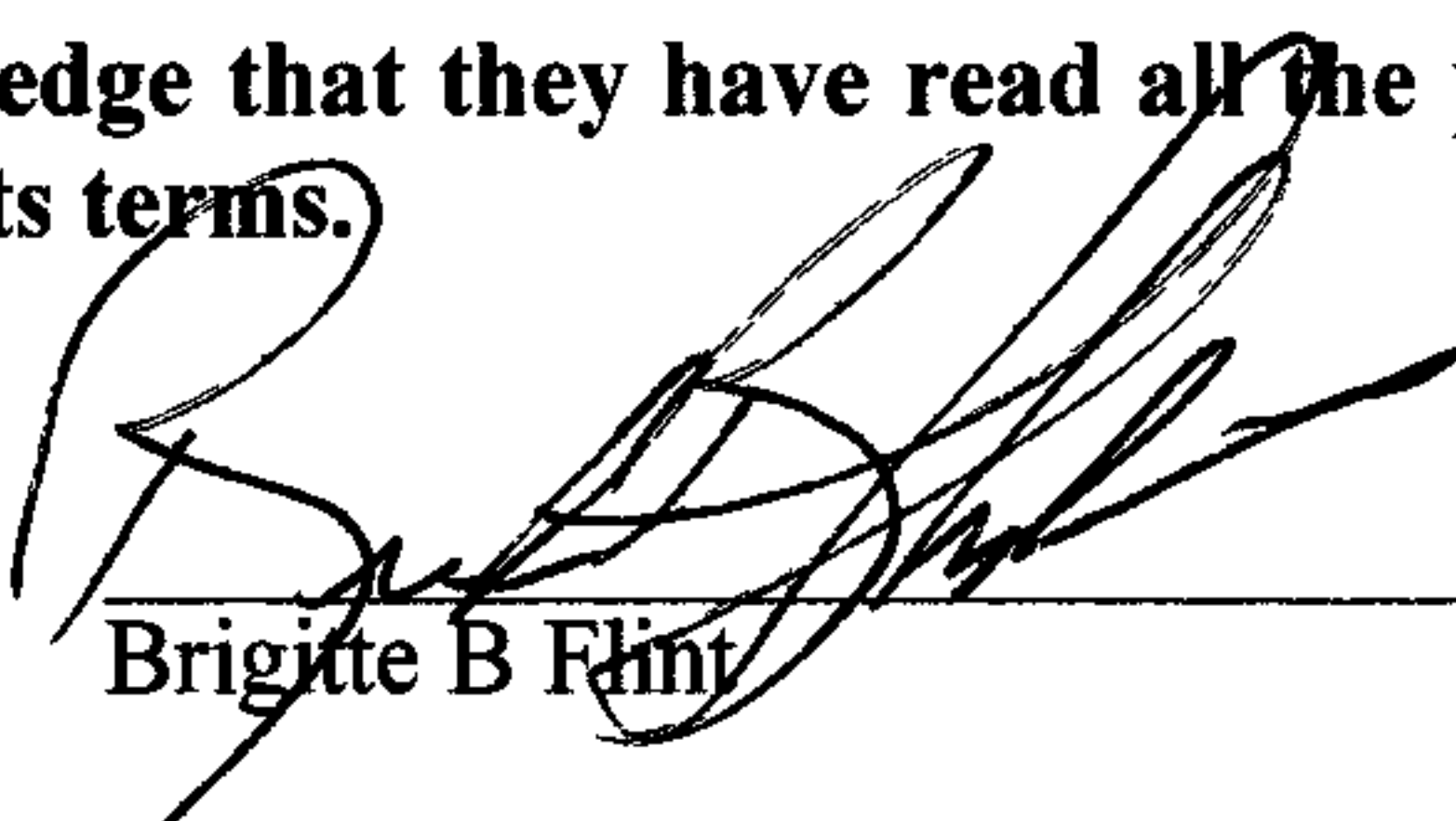
non-signing person consents to the changes and provisions of this Agreement or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

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.**

 JUN 20 2016  
Dean D Flint Date

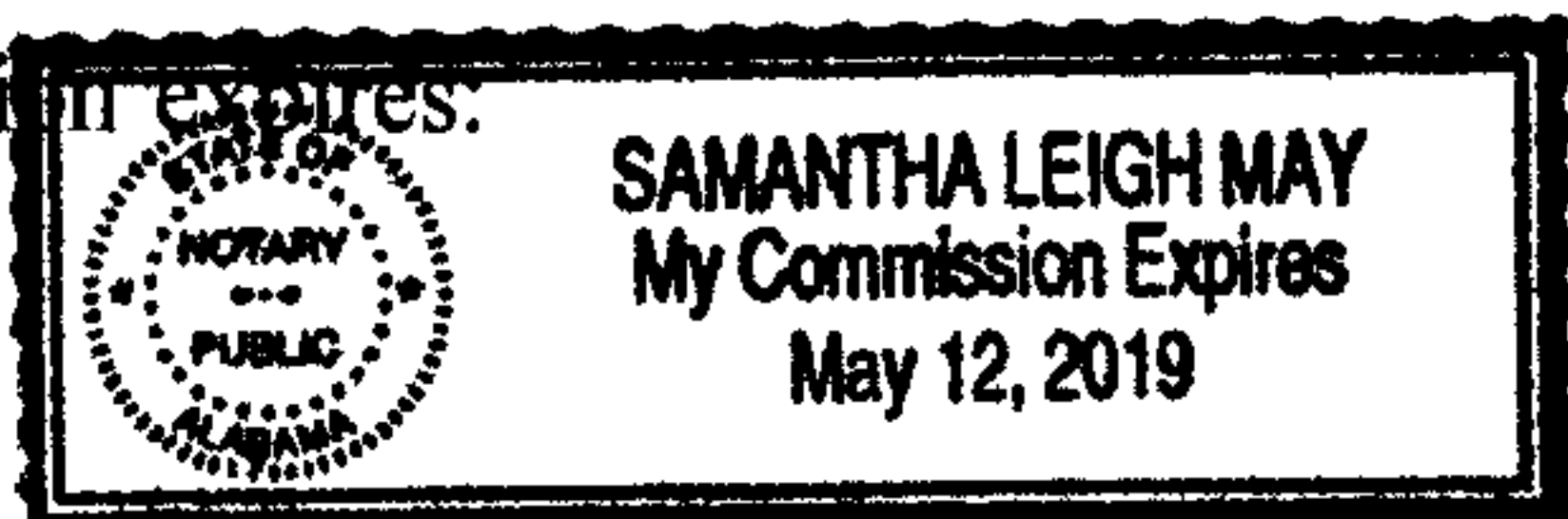
 JUN 20 2016  
Brigitte B Flint Date

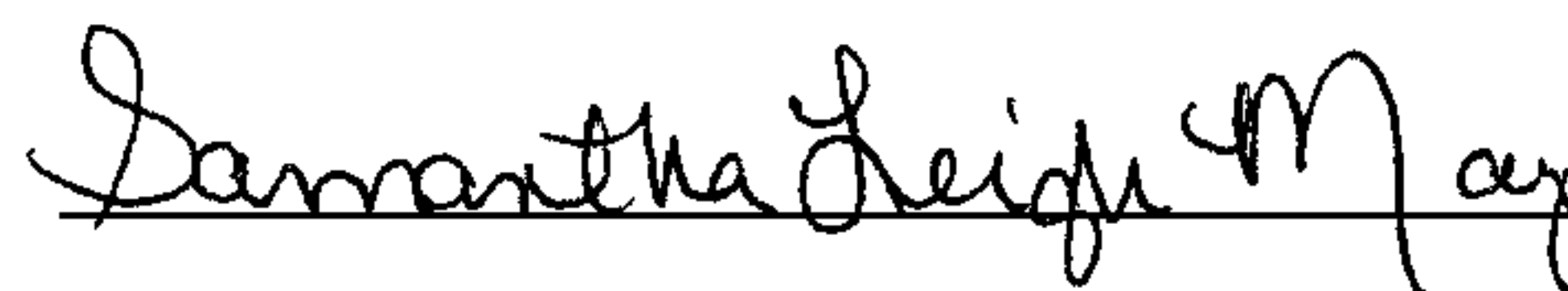
### INDIVIDUAL ACKNOWLEDGMENT

STATE OF ALABAMA )  
COUNTY OF Jefferson )

I, Samantha Leigh May, a notary Public, do hereby certify that Dean D Flint and Brigitte B Flint, 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 20th day of June, 2016.

My commission expires.






Identification Number 116778

(Official Seal)

**LENDER:** Oakworth Capital Bank

 6/20/16  
By: Jennifer Wilson Date  
Its: Associate Managing Director



**BUSINESS ACKNOWLEDGMENT**

STATE OF ALABAMA )

COUNTY OF )

I, Leann C. Cox, Notary in and for said County and in said State, hereby certify that Jennifer Wilson, Associate 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 20th day of June, 2016.

My commission expires:

LEANN C. COX  
Notary Public - State of Alabama  
My Commission Expires  
August 5, 2017

(Official Seal)

Leann C. Cox



EXHIBIT A

SITUATED IN THE COUNTY OF SHELBY AND STATE OF ALABAMA:

LOT 41B, ACCORDING TO THE FINAL PLAT OF THE RESIDENTIAL  
PRIVATE SUBDIVISION STONEGATE REALTY RESURVEY OF LOTS 40 AND  
41A, AS RECORDED IN MAP BOOK 33, PAGE 85, IN THE PROBATE  
OFFICE OF SHELBY COUNTY, ALABAMA.

BEING ALL OF THAT CERTAIN PROPERTY CONVEYED TO DEAN D. FLINT  
AND BRIGITTE B. FLINT AS JOINT TENANTS WITH RIGHT OF  
SURVIVORSHIP FROM CARL CAUGHRAN AND HIS WIFE CHRISTINE  
CAUGHRAN BY DEED DATED 09/06/12 AND RECORDED 09/18/12 IN  
INSTRUMENT NO. 20120918000353720, IN THE LAND RECORDS OF  
SHELBY COUNTY, ALABAMA.

PPN: 03 6 24 0 000 043.019  
DEAN D. FLINT AND BRIGITTE B. FLINT AS JOINT TENANTS WITH  
RIGHT OF SURVIVORSHIP

121 CONNEMARA TRAIL, BIRMINGHAM AL 35242  
Loan Reference Number : WILSON/LCOX  
First American Order No: 51512842  
Identifier: L/



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

FLINT  
51512842

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FIRST AMERICAN ELS  
MODIFICATION AGREEMENT



Filed and Recorded  
Official Public Records  
Judge James W. Fuhrmeister, Probate Judge,  
County Clerk  
Shelby County, AL  
07/13/2016 02:39:13 PM  
\$124.95 CHERRY  
20160713000243950