

20161004000363970  
10/04/2016 03:49:47 PM  
MORTAMEN 1/5

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

~~AFTER RECORDING RETURN TO:~~  
Oakworth Capital Bank  
2100A Southbridge Parkway, Suite 445  
Birmingham, AL 35209

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(Space Above This Line For Recording Data)

NMLS COMPANY IDENTIFIER: 774724  
NMLS ORIGINATOR IDENTIFIER: 718252

## MODIFICATION AGREEMENT - MORTGAGE

**THIS MODIFICATION AGREEMENT** ("Agreement") is made this 6th day of September, 2016, between Thomas S Stuart and Sharon D Stuart AKA Sharon A Donaldson, a married couple, whose address is 1901 Saint Ives Drive, 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 October 27, 2010 and recorded on 11/16/2010 on Bk: 20101116000384090 in the Judge of Probate Office as further amended by Modification, records of County of Shelby, State of Alabama ("Mortgage"). The Mortgage covers the following described real property:

Address: 1901 Saint Ives Drive, 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 \$100,000.00 to \$249,000.00.

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.



Thomas S Stuart

SEP 06 2016

Date



Sharon D Stuart AKA Sharon A Donaldson

SEP 06 2016

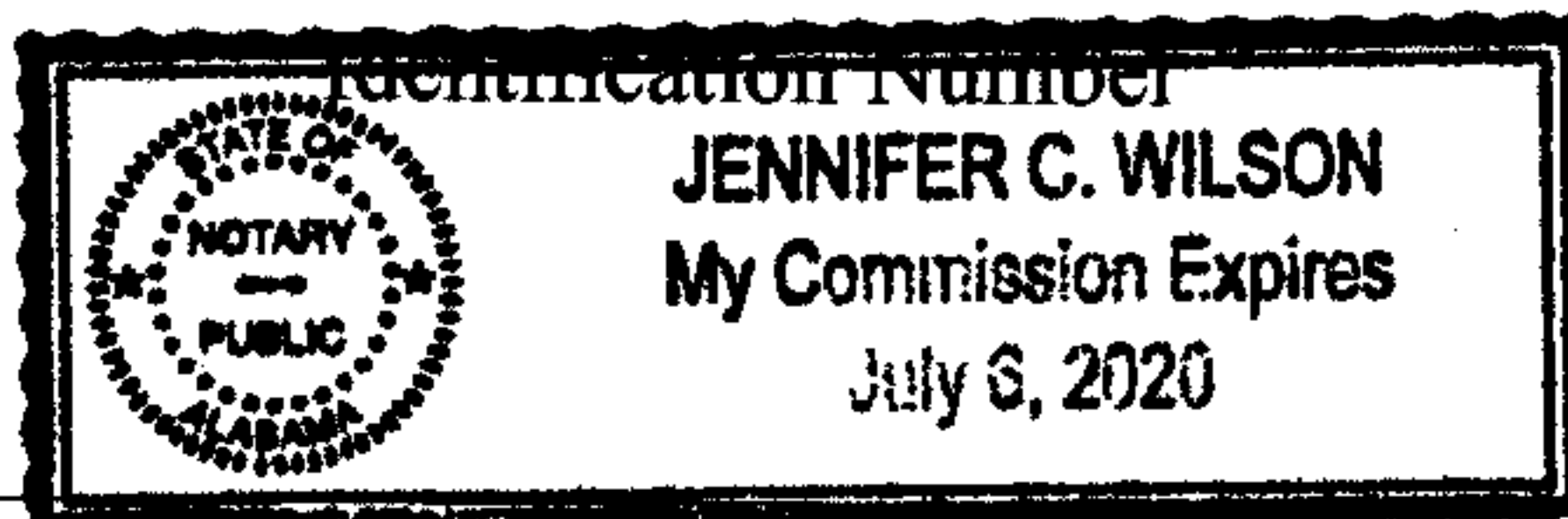
Date

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF ALABAMA )  
COUNTY OF JEFFERSON )

I, Jennifer C. Wilson, a Notary, do hereby certify that Thomas S Stuart and Sharon D Stuart AKA Sharon A Donaldson, 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 6th day of September, 2016.

My commission expires:



Lender: Oakworth Capital Bank

By: Jennifer Wilson

Date

Its: Associate Managing Director



**BUSINESS ACKNOWLEDGMENT**

STATE OF ALABAMA )

COUNTY OF JEFFERSON )

I, Rebecca L. Collier, Notary Public 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 6th day of September, 2016.

My commission expires:



Rebecca L. Collier





EXHIBIT A

SITUATED IN THE COUNTY OF SHELBY AND STATE OF ALABAMA:

LOT 1, ACCORDING TO THE SURVEY OF ST. IVES AT GREYSTONE, AS RECORDED IN MAP BOOK 15, PAGE 70 A & B IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

AND

A PARCEL OF LAND SITUATED IN SECTION 33, TOWNSHIP 18 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE NORTHWEST CORNER OF LOT 1, SAINT IVES AT GREYSTONE, AS RECORDED IN MAP BOOK 15, PAGE 70, IN THE OFFICE OF THE JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA, THENCE RUN IN A SOUTHEASTERLY DIRECTION ALONG THE NORTHEAST LINE OF LOT 1 FOR A DISTANCE OF 163.17 FEET TO THE NORTHEAST CORNER OF SAID LOT 1 BEING ON THE NORTHWEST RIGHT-OF-WAY OF GREYSTONE DRIVE AND ALSO ON A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 13 DEGREES 15 MINUTES 33 SECONDS AND A RADIUS OF 438.39 FEET; THENCE TURN AN INTERIOR CLOCKWISE ANGLE TO THE RIGHT OF 69 DEGREES 29 MINUTES 51 SECONDS TO THE CHORD OF SAID CURVE AND RUN IN A NORTHEASTERLY DIRECTION ALONG THE ARC OF SAID CURVE AND ALSO ALONG THE NORTHWEST RIGHT-OF-WAY OF SAID GREYSTONE DRIVE FOR A DISTANCE OF 101.45 FEET TO AN IRON PIN SET; THENCE TURN AN INTERIOR CLOCKWISE ANGLE TO THE RIGHT OF 106 DEGREES 44 MINUTES 16 SECONDS FROM THE CHORD OF LAST STATED CURVE AND RUN IN A NORTHWESTERLY DIRECTION FOR A DISTANCE OF 63.35 FEET TO AN IRON PIN SET; THENCE TURN AN ANGLE TO THE LEFT OF 67 DEGREES 50 MINUTES 17 SECONDS AND RUN IN A SOUTHWESTERLY DIRECTION FOR A DISTANCE OF 57.64 FEET TO AN IRON PIN SET; THENCE TURN AN ANGLE TO THE RIGHT OF 33 DEGREES 46 MINUTES 36 SECONDS AND RUN IN A SOUTHWESTERLY DIRECTION FOR A DISTANCE OF 58.63 FEET TO THE POINT OF BEGINNING.

51813034

EXHIBIT A  
(continued)

BEING ALL OF THAT CERTAIN PROPERTY CONVEYED TO THOMAS S. STUART AND WIFE, SHARON A. DONALDSON, AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP FROM DANIEL OAK MOUNTAIN LIMITED PARTNERSHIP, AN ALABAMA LIMITED PARTNERSHIP, DANIEL LINKS LIMITED PARTNERSHIP, AN ALABAMA LIMITED PARTNERSHIP, AND GREYSTONE GOLF CLUB, INC., AN ALABAMA NONPROFIT CORPORATION BY DEED DATED 05/14/1997 AND RECORDED 06/04/1997 IN INSTRUMENT NO. 17532, IN THE LAND RECORDS OF SHELBY COUNTY, ALABAMA.

PPN: 03 8 33 0 003 001.000  
THOMAS S. STUART AND WIFE, SHARON A. DONALDSON, AS JOINT  
WITH RIGHT OF SURVIVORSHIP

1901 SAINT IVES DRIVE, BIRMINGHAM AL 35242  
Loan Reference Number : MANN / WILSON  
First American Order No: 51813034  
Identifier:



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

STUART  
51813034

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FIRST AMERICAN ELS  
MODIFICATION OF MORTGAGE



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



Filed and Recorded  
Official Public Records  
Judge James W. Fuhrmeister, Probate Judge,  
County Clerk  
Shelby County, AL  
10/04/2016 03:49:47 PM  
\$250.50 CHERRY  
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