


THIS INSTRUMENT PREPARED BY:

Metro Bank  
800 Martin St S  
Pell City, AL 35128-0000

AFTER RECORDING RETURN TO:

Metro Bank  
800 Martin St S  
Pell City, AL 35128-0000

  
20161021000387940 1/3 \$94.50  
Shelby Cnty Judge of Probate, AL  
10/21/2016 01:34:10 PM FILED/CERT

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LOAN NUMBER: 501581000  
NMLS COMPANY IDENTIFIER: 407722  
NMLS ORIGINATOR IDENTIFIER: 441260

## MODIFICATION AGREEMENT - MORTGAGE

**THIS MODIFICATION AGREEMENT** ("Agreement") is made this 14th day of October, 2016, between KENNY TODD and JESSICA TODD, a married couple, whose address is 383 BARRINGTON CT, IRONDALE, Alabama 35210 ("Mortgagor"), and Metro Bank whose address is 800 Martin St S, Pell City, Alabama 35128 ("Lender").

Metro Bank and Mortgagor entered into a Mortgage dated October 26, 2015 and recorded on October 28, 2015, in Reel 11:45:09A.M., Image Number 2015102800376100, records of County of Shelby, State of Alabama ("Mortgage"). The Mortgage covers the following described real property:

Address: 530 NORTH LAKE COVE, BIRMINGHAM, Alabama 35242

Legal Description: LOT 24-A, ACCORDING TO THE SURVEY OF LOT 24-A FIRST AMENDED PLAT OF FINAL PLAT SUBDIVISION NORTH LAKE AT GREYSTONE, PHASE 2, AS RECORDED IN MAP BOOK 23, PAGE 58, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA. KENNY TODD AND KENNETH D TODD ARE ONE IN THE SAME PERSON.

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:

- MORTGAGE DATED 10/26/2015 NOW MODIFIED FROM \$416,000.00 TO \$462,000.00 IN THE NAME OF KENNY TODD AND JESSICA TODD..

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.**

Kenny Todd 10-14-16 Jess Todd 10-14-16  
KENNY TODD Date JESSICA TODD Date

#### INDIVIDUAL ACKNOWLEDGMENT

STATE OF ALABAMA )  
COUNTY OF ST CLAIR )

I, THE UNDERSIGNED AUTHORITY, a NOTARY PUBLIC, do hereby certify that KENNY TODD and JESSICA TODD, 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 14th day of October, 2016.

My commission expires:

**My Commission Expires November 30, 2019**

[Signature]  
THE UNDERSIGNED AUTHORITY  
NOTARY PUBLIC  
Identification Number

(Official Seal)

**LENDER: Metro Bank**

Matthew Pope 10-14-16  
By: Matthew Pope Date  
Its: Vice President



**BUSINESS ACKNOWLEDGMENT**

STATE OF ALABAMA )  
COUNTY OF ST CLAIR )

I, THE UNDERSIGNED AUTHORITY, NOTARY PUBLIC in and for said County and in said State, hereby certify that Matthew Pope, Vice President of Metro Bank, a(n) Alabama State Member 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 Member Bank.


Given under my hand this the 14th day of October, 2016.

My commission expires:

**My Commission Expires November 30, 2019**

  
THE UNDERSIGNED AUTHORITY  
NOTARY PUBLIC

(Official Seal)

  
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