AFTER RECORDING RETURN TO:
Compass Bank
P.O. Box 10687
Birmingham, AL 35202

Prepared by:
Jay G. Beitel
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San Antonio, Texas 78257

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MODIFICATION AGREEMENT

THE STATE OF **ALABAMA** §
KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF **SHELBY** §

WHEREAS, **CHAD F. EDWARDS AND CANDACE R. EDWARDS, A MARRIED COUPLE** (herein the "Borrower"), executed and delivered unto COMPASS BANK, that one certain Promissory Note (herein the "Note") in the original principal sum of **$714,930.00** dated **December 21, 2015**, payable to the order of COMPASS BANK, which Note was secured by a Mortgage (herein the "Mortgage") recorded as Document No. 20151223000438000, in the Official Public Records of SHELBY County, ALABAMA, encumbering the real property and improvements thereon (herein the "Property") (commonly known as 1000 STAGG RUN TRAIL, PELHAM, ALABAMA 35124) and described as:

LOT 1, ACCORDING TO THE SURVEY OF STAGG RUN, AS RECORDED IN MAP BOOK 39, PAGE 67 A & B, IN THE PROBATE COURT OF SHELBY COUNTY, ALABAMA.

Whereas, Borrower and Lender have agreed to a modification of the Note upon the terms hereinafter set forth;

NOW, THEREFORE, for and in consideration of the mutual agreements herein set forth, and other consideration herein expressed, Lender and Borrower hereby agree to the following modifications of the Note, and Borrower hereby renews the Note, and all outstanding indebtedness secured by the Note and the Deed of Trust, and in consideration for the modifications of the Note by Lender; Borrower and Lender hereby expressly agree as follows:

The Note, which is a **5/1 LIBOR ARM** is hereby being changed to a **FIXED**.

The rate of interest which this note shall bear is changed from a variable rate to a fixed rate of **4.125%** commencing on **November 1, 2016**. Therefore paragraph 4 of the Note is hereby deleted.

S16-3332A

The monthly payment set forth in the Note under paragraph 3(B) as **$3,322.88** is hereby changed to **$3,515.21** which new payment amount **$3,515.21** shall commence and be due on **December 1, 2016**, and such principal and interest amount will not change because the rate is now a fixed rate.

At time of execution of this Agreement, Borrower will pay to Lender, such fees as Lender requires to make this Modification and interest from **October 20, 2016** to **November 1, 2016**.

All other terms of the Note not specifically modified by nor in conflict with the terms of this Modification Agreement shall remain in full force and effect.

It is the intention of the parties hereto to strictly conform to the applicable usury laws, all agreements between Borrower and the Lender, whether now existing or hereinafter arising, and whether written or oral, are hereby expressly limited so that in no event, whether by reason of acceleration of the maturity of the Note, or otherwise, shall the amount paid or agreed to be paid to the holder of the Note for the use, forbearance, or other detention of the money under the Note, as modified hereunder, or otherwise exceed the maximum amount permissible under applicable law. If fulfillment of any provision of the Note, as modified hereby, or of any Deed of Trust or other document evidencing or securing the indebtedness evidenced by the Note at the time the performance of such a provision shall be due, shall involve transcending the limit of validity prescribed by law, then, ipso facto, the obligation to be fulfilled shall be reduced by the limit of such validity; and if the holder of the Note shall ever receive anything of value deemed interest under applicable law, which would exceed interest at the highest lawful rate, an amount equal to any excessive interest shall be applied to the reduction of the principal amount owing under the Note, as modified herein, and not to the payment of interest, or, if such excessive interest exceeds the unpaid balance of principal of the Note, as modified hereby, such excess shall be refunded. All sums paid, or agreed to be paid, to the holder of the Note for the use, forbearance or other detention of the indebtedness of the obligor thereunder, to the holder of the Note, shall, to the extent permitted by applicable law, be amortized, prorated, allocated and spread throughout the full stated term of such indebtedness so that the rate of interest on account of such indebtedness is uniform throughout the term thereof. The provisions of this paragraph shall control all agreements between the obligors under the Note and the holder of the Note.

Borrower hereby agrees that the modification contained herein shall in no manner impair the Note, the Deed of Trust, or any lien securing the Note, Borrower hereby expressly acknowledging the validity and enforceability of the Note and the Deed of Trust and the security documents given in connection therewith, and acknowledges that said liens shall not in any manner be waived, the purpose of this instrument being simply to modify the Note(as herein stated), and the indebtedness evidenced thereby, which indebtedness and the liens securing same are acknowledged by Borrower to be valid and subsisting, and Borrower further agrees to all of the terms and provisions of the Note and the security instruments creating or fixing the liens securing the Note shall be and remain in full force and effect as therein written, except as otherwise provided herein.

EXECUTED this 21 day of Oct, 2016; EFFECTIVE as of **October 20, 2016**.

THE STATE OF ALABAMA §
§
COUNTY OF Jefferson §

Before me, Chad F. Edwards on this 20th day of October, 2016, personally appeared CHAD F. EDWARDS, known to me (or proved to me on the oath of Personally Known to Me or through ________________) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this 20th day of October, 2016.

CHRISTY NICOLE BELCHER NOTARY PUBLIC ALABAMA STATE AT LARGE

Christy Nicole Belcher
Notary Public, in and for The State of Alabama
Christy Nicole Belcher
Notary Stamp – Name of Notary and Date
Commission Expires: 02/04/2017

THE STATE OF ALABAMA §
§
COUNTY OF Jefferson §

Before me, Candace R. Edwards on this 21st day of October, 2016, personally appeared CANDACE R. EDWARDS, known to me (or proved to me on the oath of Personally known to Me or through ________________) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this 21st day of October, 2016.

Laurie B. Rapier
Notary Public, in and for The State of Alabama
Laurie B Rapier
Notary Stamp – Name of Notary and Date
Commission Expires: 04-19-2017

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BORROWER:

CHAD F. EDWARDS

CANDACE R. EDWARDS

LENDER:

COMPASS BANK

By: ____________________,

Its: VP

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THE STATE OF ALABAMA §
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COUNTY OF Jefferson §

Before me, Quincy McKelvey Gardner on this 28th day of October, 2016, personally appeared Tony Piedra, Vice President of COMPASS BANK, an Alabama State Bank, on behalf of said Bank.

Notary Public, in and for the State of Alabama

Quincy McKelvey Gardner

Notary Stamp – Name of Notary and Date

Commission Expires: ____________

MY COMMISSION EXPIRES DECEMBER 13, 2017

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