


This instrument prepared by  
and upon recording return to:  
DEBBIE LEE  
SYNOVUS ATLANTA LOAN OPERATIONS  
PO BOX 1638  
ROSWELL, GA 36077-1638

  
20170412000122940 1/5 \$28.00  
Shelby Cnty Judge of Probate, AL  
04/12/2017 08:23:46 AM FILED/CERT

Source of Title: {if required by county Probate Court}

Deed Book/Inst#1997-36194

**\*\*\*The maturity date is not extending and the loan amount is not increasing\*\*\***  
**MODIFICATION AND EXTENSION AGREEMENT**  
**OF HELOC MORTGAGE FOR WORKOUT**

THIS MODIFICATION AND EXTENSION AGREEMENT OF HELOC MORTGAGE FOR WORKOUT (this "Agreement") is executed as of MARCH 10TH, 2017 (the "Effective Date") by and among **KIRK A POWNALL & SHEILA F POWNALL, HUSBAND AND WIFE** (hereinafter referred to individually or collectively as "Borrower"), and **FIRST COMMERCIAL A DIV SYNOVUS BANK successor-in-interest by merger with First Commercial Bank**, a Georgia banking corporation (the "Lender"). Borrower and the Lender may be referred to in this Agreement individually as a "Party" or collectively as the "Parties." This Agreement applies to the Original HELOC (hereinafter defined) and all of the terms and conditions of the Original HELOC apply to this Agreement; provided that to the extent there is a conflict between this Agreement and the Original HELOC, the terms of this Agreement shall control. All capitalized terms used but not otherwise defined here, shall have the meanings assigned thereto in the HELOC.

WITNESSETH:

WHEREAS, Borrower and Lender entered into a TLC Home Equity Options Line of Credit Agreement dated 03/28/2003 in the face principal amount of \$150,000.00 as previously amended, modified, and restated (the "Original HELOC"); and

WHEREAS, Borrower and Lender have amended, modified, and restated the terms of the Original HELOC as set forth in that certain TLC Home Equity Options Line of Credit Workout Agreement dated of even date herewith (the "HELOC Workout") (the Original HELOC, as modified, amended, and restated by the HELOC Workout, and as may be further modified, and amended hereinafter referred to as the "HELOC"); and

WHEREAS, several documents, instruments and agreements, in addition to the HELOC, were entered into as security for the HELOC (such documents, instruments, and agreements, and any UCC Financing Statements filed in conjunction therewith, being herein referred to collectively as the "Security Documents"), which documents, instruments and agreements, include, without limitation, the following: Mortgage dated 03/28/2003, from Borrower to Lender recorded at **Mtg Book/Inst#20030520000312640, Page 1-5; Modification Dated 11/27/2006 instrument no. 20070122000032290** of the records in the Office of the Judge of Probate of **SHELBY** County, Alabama (the "Mortgage"); (the HELOC, the Security Documents and all other documents evidencing, securing or relating to the HELOC, as the same

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may have been heretofore amended, modified, extended and/or restated, are hereinafter collectively referred to as the "**Loan Documents**"); and

WHEREAS, as of the date hereof, the current outstanding balance owed on the account under the HELOC is \$ 214,091.94 ;

1. Modification of Mortgage and Loan Documents. Borrower and Lender acknowledge that the HELOC is secured by, inter alia, the Mortgage. As of the Effective Date hereof, Borrower and Lender hereby agree that the Mortgage is amended, modified, and restated so that all references to the Maturity Date shall mean \_\_\_\_\_, 20\_\_\_\_.

From and after the Effective Date, all references in the Mortgage or any other Loan Documents to the Note, Line of Credit, or Home Equity Line of Credit Agreement shall mean and refer to the HELOC, as the same may be further amended, modified, extended, renewed and restated from time to time.

All references in any of the Loan Documents to any of the other Loan Documents shall refer to such other Loan Documents as amended and modified hereby and as same may be further renewed, extended, amended and/or modified from time to time. Each of the Security Documents shall from and after the date hereof secure, inter alia, the payment of the debts, liabilities and obligations of Borrower under the HELOC, as amended, modified, and restated as the same may be further amended, modified, extended, renewed and/or restated from time to time.

2. Valid Existing Obligation/No Novation. This Agreement modifies certain terms and conditions of a valid, existing obligation, and the parties hereto agree that this Agreement is not intended to substitute or extinguish such valid, existing obligation, nor is this Agreement intended to effect a novation of such valid, existing obligation, and in the event of any other default as set forth in the HELOC, this Agreement, the Security Documents, or any other Loan Documents, Lender shall have the same rights to proceed against any collateral or property identified therein or other documentation previously executed by and between Borrower and Lender.

3. Amendment. This Agreement may be amended only by the mutual written consent of all the parties hereto. No party hereto may orally amend this Agreement or orally consent to any amendment. Any such alleged amendment to this Agreement or consent shall have no force or effect. Except as herein specifically and expressly modified, all of the other terms, covenants and conditions of the HELOC, the Security Documents, the Loan Documents, and/or any other loan and/or collateral documentation previously executed by and between Borrower and Lender, as the case may be, shall remain unaltered, are ratified and reaffirmed, and shall remain in full force and effect.

4. Multiple Counterparts. This Agreement may be executed in multiple counterparts each of which shall be deemed an original and together shall constitute one and the same Agreement, with one counterpart being delivered to each party hereto.



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5. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their legal representatives, heirs, successors, successors-in-title, and assigns.

6. Correction; Adjustment. Borrower and Lender mutually agree to cooperate, adjust, initial, correct, re-execute, reaffirm and redeliver any and all closing documents, including, but not limited to, any notes, mortgages, affidavits, closing statements and other Loan Documents, if deemed necessary or desirable in the reasonable discretion of Lender or Lender's counsel, in order to consummate the Loan described herein and to perfect Lender's security interests lien, mortgage, evidence of indebtedness, or other rights.

7. Costs and Fees. The closing costs to be paid as a condition to the execution of this Agreement are set forth in the HELOC.

IN WITNESS WHEREOF, the Borrower has caused this Agreement to be executed under seal as of the Effective Date.

BORROWER:

By: 

(SEAL)

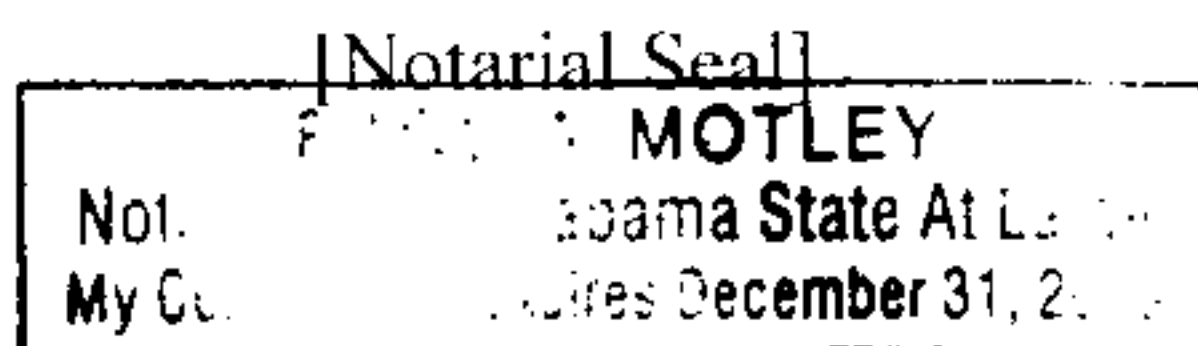
Name: KIRK A POWNALL


**RAQUIA MOTLEY**  
Notary Public, Alabama State At Large  
My Commission Expires December 31, 2020

State of Alabama  
County of Shelby

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Kirk A Pownall, 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 said instrument, s/he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 10<sup>th</sup> day of March, 2017.



  
Notary Public  
My Commission Expires: 12/31/20

*[Signatures Continue on Next Page]*

RAQUIA MOTLEY  
Notary Public, Alabama State At Large  
My Commission Expires December 31, 2020

BORROWER:

By: *Sheila F Pownall* (SEAL)  
Name: SHEILA F POWNALL

State of Alabama  
County of Shelby


I, the undersigned Notary Public in and for said County, in said State, hereby certify that *Sheila F Pownall*, 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 said instrument, s/he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 10<sup>th</sup> day of March, 2019.

RAQUIA MOTLEY  
Notary Public, Alabama State At Large  
My Commission Expires December 31, 2020

*Ra Quia Motley*  
Notary Public  
My Commission Expires: 12/31/20

*[Signatures Continue on Next Page]*

  
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IN WITNESS WHEREOF, the Lender has caused this Agreement to be executed under seal as of the Effective Date.

LENDER:

**FIRST COMMERICAL A DIV SYNOVUS**  
BANK, a Georgia banking corporation

By: *Raquia Motley*  
Name: **RAQUIA MOTLEY**  
Its: **Relationship Banker**

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

I, the undersigned Notary Public in and for said County, in said State, hereby certify that \_\_\_\_\_, 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 said instrument, s/he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

[Notarial Seal]

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_



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