

20170511000164810
05/11/2017 02:04:00 PM
MORTAMEN 1/3

THIS INSTRUMENT PREPARED BY:
First Partners Bank - Wendy M Fields
2121 Highland Avenue
Birmingham, AL 35205-0000

AFTER RECORDING RETURN TO:
First Partners Bank
Wendy M Fields
2121 Highland Avenue
Birmingham, AL 35205-0000

(Space Above This Line For Recording Data)

LOAN NUMBER: 400544700
NMLS COMPANY IDENTIFIER: 464064
NMLS ORIGINATOR IDENTIFIER: 740820

MODIFICATION AGREEMENT - MORTGAGE

THIS MODIFICATION AGREEMENT ("Agreement") is made this 5th day of May, 2017, between Joel T Johnson and Susan H Johnson, a married couple, whose address is 1464 Legacy Drive, Birmingham, Alabama 35242 ("Mortgagor"), and First Partners Bank whose address is 2121 Highland Avenue, Birmingham, Alabama 35205 ("Lender").

First Partners Bank and Mortgagor entered into a Mortgage dated May 5, 2017 and Shelby County Judge of Probate, AL, records of County of Shelby, State of Alabama ("Mortgage"). The Mortgage covers the following described real property:

Address: 1464 Legacy Drive, Birmingham, Alabama 35242-0000

Legal Description: Lot 613, according to the Survey of Greystone Legacy, 6th Sector, as recorded in Map Book 29, Page 21, in the Probate Office of Shelby County, Alabama.

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 loan amount \$73,000.00 from \$707,700 to \$780,700.00. Rate and Maturity Date will remain the same..

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.



2/3

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 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.

Joel T Johnson

Date

5/2/17

Susan H Johnson

Date

5/2/17

INDIVIDUAL ACKNOWLEDGMENT

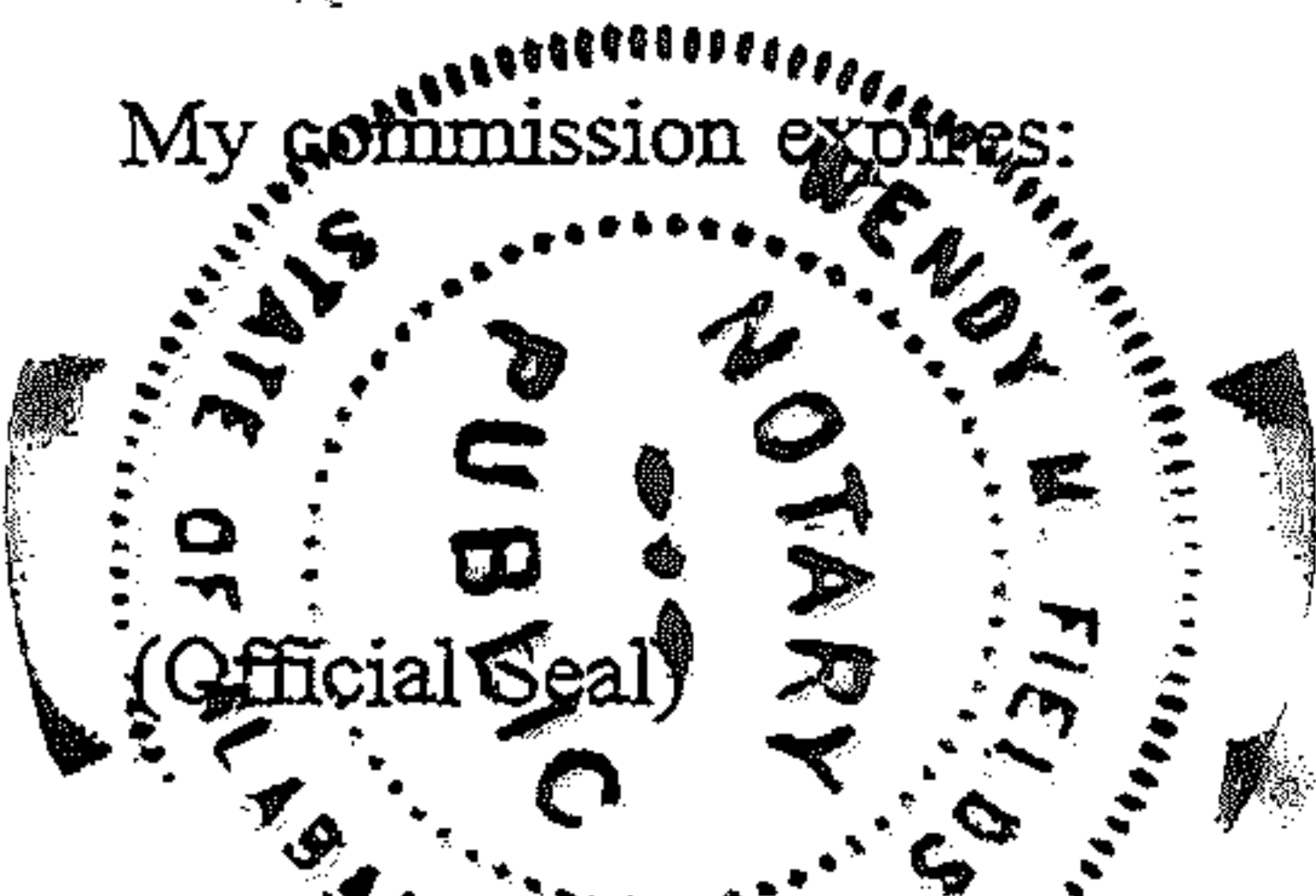
STATE OF ALABAMA)

COUNTY OF)

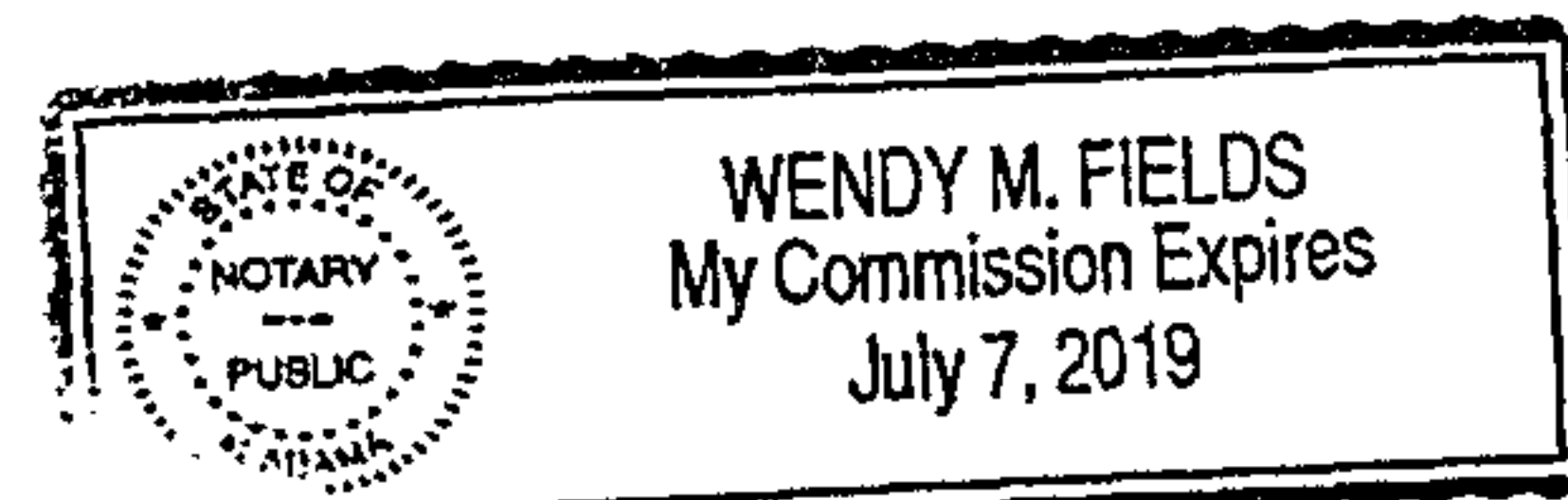
Jefferson)

I, Wendy M. Fields, a Notary Public, do hereby certify that Joel T Johnson and Susan H Johnson, 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

My commission expires:



Identification Number



LENDER: First Partners Bank

By: Chris Cotton

Date

Its: Loan Officer



BUSINESS ACKNOWLEDGMENT

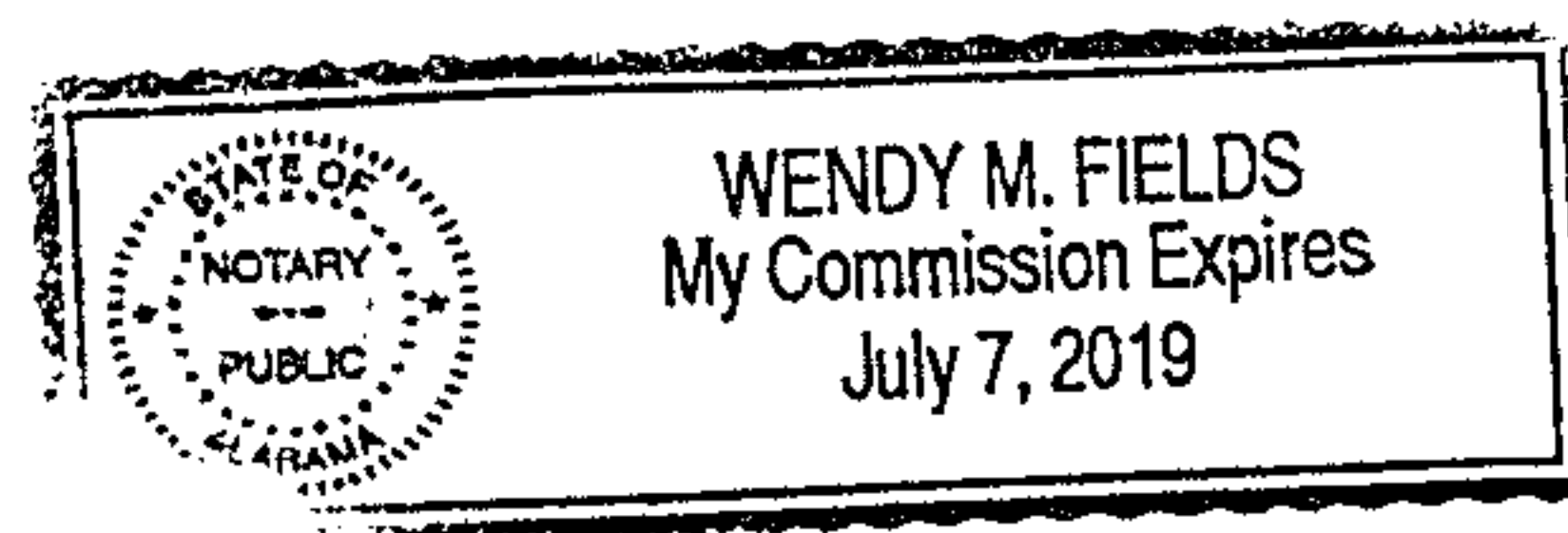
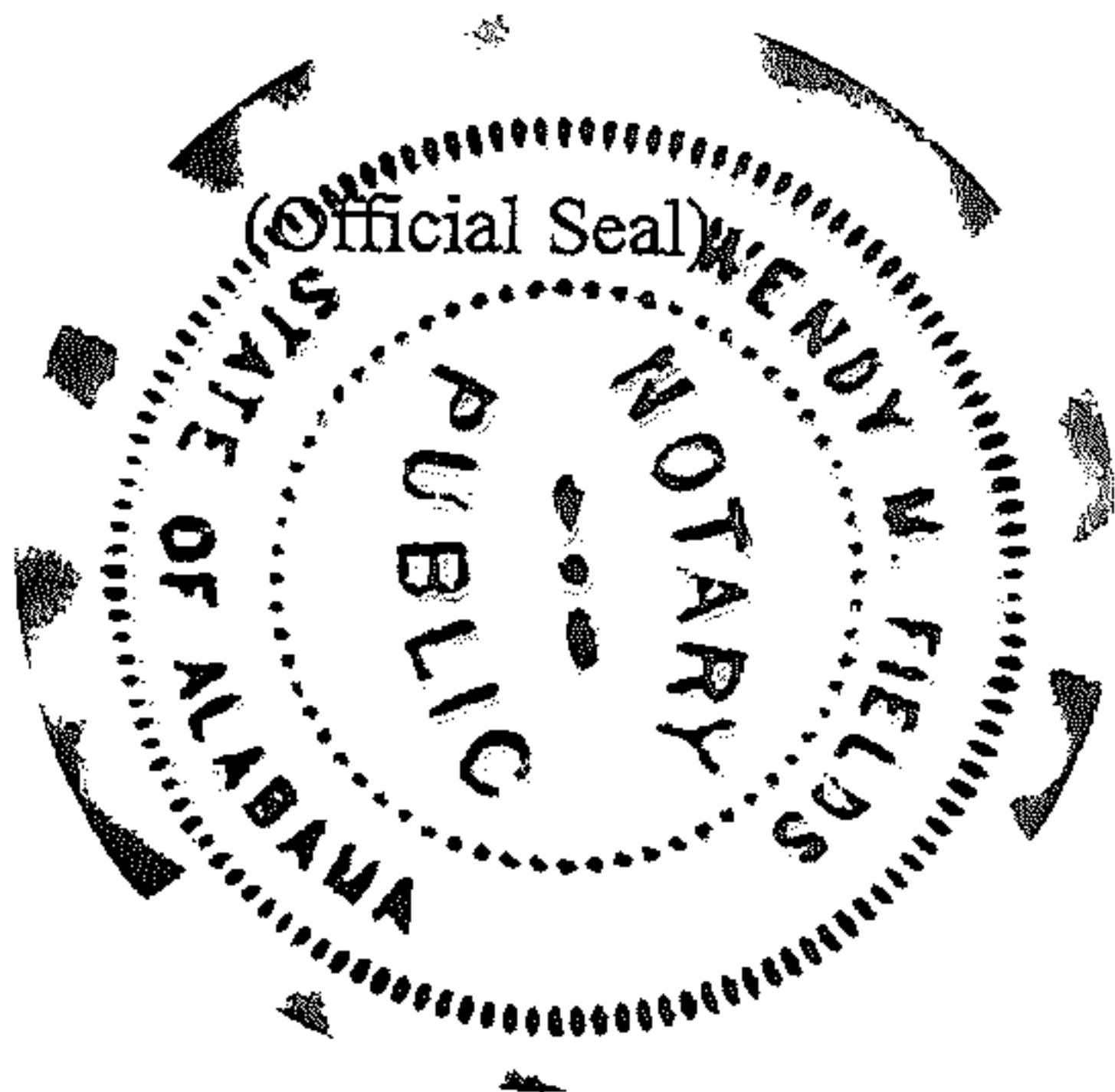
STATE OF ALABAMA)
COUNTY OF Jefferson)

I, Wendy M. Fields, Notary Public in and for said County and in said State, hereby certify that Chris Cotton, Loan Officer of First Partners Bank, a(n) United States of America National 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 National Bank.

Given under my hand this the

My commission expires:

Wendy M. Fields



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
05/11/2017 02:04:00 PM
\$130.50 CHERRY
20170511000164810

James W. Fuhrmeister

