20170605000196450
06/05/2017 11:29:24 AM
MORTAMEN 1/2

RECORDATION REQUESTED BY:
National Bank of Commerce
Inverness - Birmingham
5 Inverness Center Parkway
Birmingham, AL 35242

WHEN RECORDED MAIL TO:
National Bank of Commerce
Inverness - Birmingham
5 Inverness Center Parkway
Birmingham, AL 35242

SEND TAX NOTICES TO:
Timothy R Covington
Betsy J Covington
2024 Glen Eagle Lane
Birmingham, AL 35242-0000

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

00000000008022925%0740%05102017

THIS MODIFICATION OF MORTGAGE dated May 10, 2017, is made and executed between Betsy J Covington and Timothy R Covington, whose address is 2024 Glen Eagle Lane, Birmingham, AL 35242; husband and wife (referred to below as "Grantor") and National Bank of Commerce, whose address is 5 Inverness Center Parkway, Birmingham, AL 35242 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated May 8, 2013 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded on 5/10/2013 in instrument #20130510000195030 in the Office of the Judge of Probate Shelby County, Alabama.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in Shelby County, State of Alabama:

Lot 7, according to the Survey of Country Club Village, as recorded in Map Book 16, page 47, in the Probate Office of Shelby County, Alabama

The Real Property or its address is commonly known as 2024 Glen Eagle Lane, Birmingham, AL 35242.

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

The Mortgage secures the note or credit agreement dated May 8, 2013 from Betsy J Covington and Timothy R Covington, husband and wife ("Borrower") to Lender ("Note"), which is being modified by the Credit Agreement and Disclosure between Borrower and Lender dated the same date as this modification (the "Credit Agreement and Disclosure"). The Mortgage, as modified hereby, shall secure the Note as modified by the Credit Agreement and Disclosure and any and all previous and future renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Note.

The Principal amount available under the Note, which originally was $100,000.00 on 5/8/2013 (on which any required taxes have already been paid), now is being increased to $150,000.00 as of the modification dated 5/10/2017.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification 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.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED MAY 10, 2017.

THIS MODIFICATION IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MODIFICATION IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

GRANTOR:

X Timothy R Covington (Seal)
Timothy R Covington

X Betsy J Covington (Seal)
Betsy J Covington

LENDER:

NATIONAL BANK OF COMMERCE

X Dan W Wiss (Seal)
Daniel W Wiss, Branch Manager

MODIFICATION OF MORTGAGE
(Continued)

Loan No: 8022925

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Jeff Co)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **Timothy R Covington and Betsy J Covington, husband and wife,** whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of said Modification, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 10th **day of** May, 20 17

Notary Public

MY COMMISSION EXPIRES:
June 18, 2019

My commission expires ____________

LENDER ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Jeff Co)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **Daniel W Wiss** whose name as **Branch Manager of National Bank of Commerce** is signed to the foregoing Modification and who is known to me, acknowledged before me on this day that, being informed of the contents of the Modification of Mortgage, he or she, in his or her capacity as such **Branch Manager** of **National Bank of Commerce**, executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 10th **day of** May, 20 17

Notary Public

MY COMMISSION EXPIRES:
June 18, 2019

My commission expires ____________

SHELBY COUNTY ALABAMA

Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
06/05/2017 11:29:24 AM
$93.00 CHERRY
20170605000196450