


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


20170621000221360 1/7 \$286.05
Shelby Cnty Judge of Probate, AL
06/21/2017 02:00:43 PM FILED/CERT

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

Instrument # 20050405000156960

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 **MAY 26, 2017** (the "**Effective Date**") by and among **IRIS ANITA FISHER & VINCENT LARON FISHER, husband and wife**, (hereinafter referred to individually or collectively as "**Borrower**"), and **FIRST COMMERCIAL A DIV SYNOVUS 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 **03/31/2005** in the face principal amount of **\$153,400.00** 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 **03/31/2005**, from Borrower to Lender recorded at **Instrument #20050405000156960**, of the records in the Office of the Judge of Probate of **SHELBY County, Alabama** (the "**Mortgage**"); Modification increase dated **04/15/2005** in the amount of **\$159,400.00**; Modification increase dated **07/06/2007** in the amount of **\$185,000.00**; (the HELOC, the Security Documents and all other documents evidencing,

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securing or relating to the HELOC, as the same 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 **\$168,697.80**;

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 **MAY 20, 2043**.

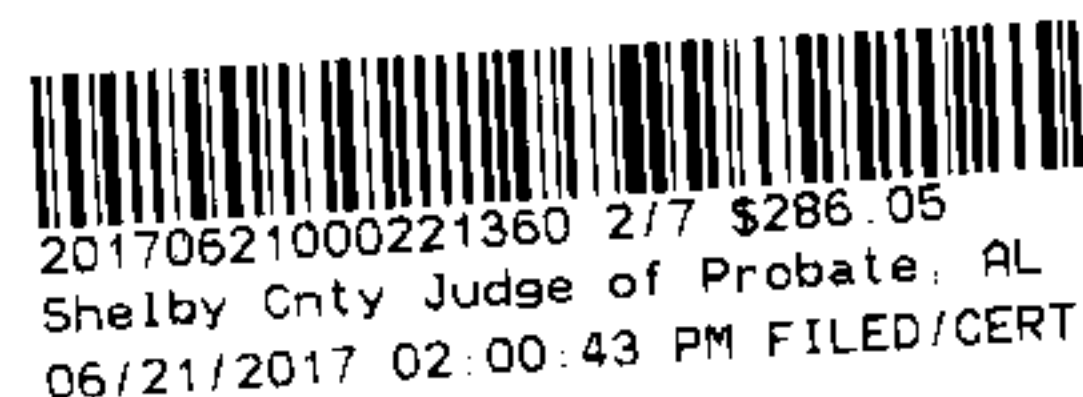
From and after the Effective Date, all references in the Mortgage or any other Loan Documents to the Note, Line of Credit, or Home Equity Line of Credit Agreement shall mean and refer to the HELOC, as the same may be further amended, modified, extended, renewed and restated from time to time.

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.



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.

GRANTOR:

By:  (SEAL)
Name: **IRIS ANITA FISHER**

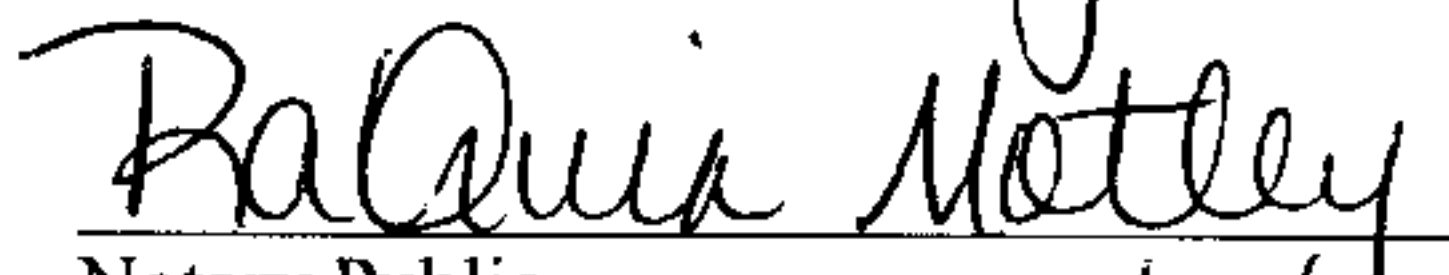
State of Alabama
County of Shelby

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Iris Fisher, 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 26th day of May, 2017.

[Notarial Seal]

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


Notary Public
My Commission Expires: 12/31/20

[Signatures Continue on Next Page]

GRANTOR:

By: [Signature] (SEAL)
Name: VINCENT LARON FISHER

State of Alabama
County of Shelby

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Vincent Fisher, 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 26th day of May, 2019.

[Notarial Seal]

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

Raquia 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 COMMERCIAL A DIV SYNOVUS
BANK, a Georgia banking corporation

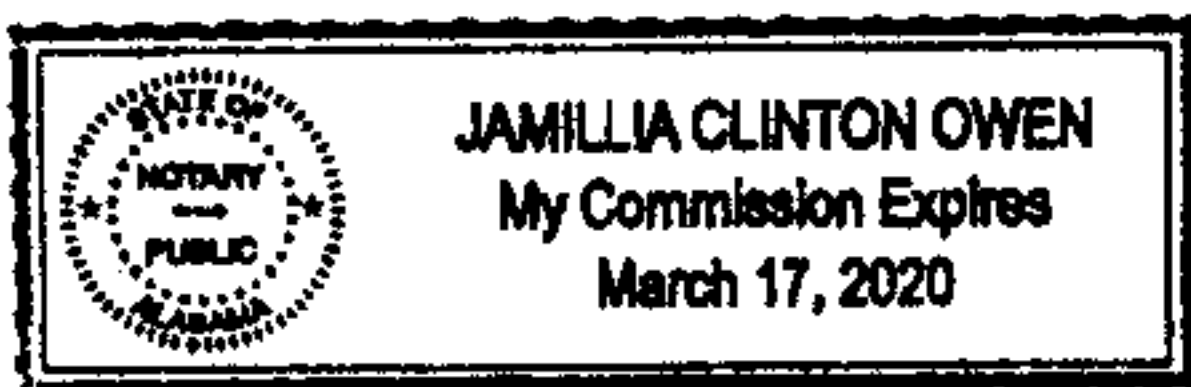
By: Raquia Motley
Name: **RAQUIA MOTLEY**
Its: **RELATIONSHIP BANKER**

State of Alabama
County of Jefferson

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Raquia Motley, 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 26th day of May, 2018. go

[Notarial Seal]



Jamillia Clinton Owen
Notary Public
My Commission Expires: March 17, 2020

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ADDENDUM TO HOME EQUITY LINE OF CREDIT MORTGAGE


This Addendum to Home Equity Line of Credit Mortgage (this "Addendum") makes, discloses and confirms the following changes to the terms of that certain Home Equity Line of Credit Mortgage (the "Mortgage") dated of even date herewith from Mortgagors to Mortgagee:

Notwithstanding any language to the contrary in the Mortgage, the property in which Mortgagee is granted a lien or security interest under the Mortgage shall not include any personal property which (a) is located in a building which is located in a special flood hazard area (as designated by the Administrator of the Federal Emergency Management Agency) in which flood insurance is available under the National Flood Insurance Act of 1968, as amended (the "Act"), (b) would cause Mortgagee to be in violation of the Act or the federal flood insurance regulations applicable to Mortgagee if the property secures a loan made, increased, extended or renewed by Mortgagee unless the property is covered by flood insurance or is exempt from the flood insurance requirement, and (c) is not covered by flood insurance that meets the requirements of the Act and the federal flood insurance regulations applicable to Mortgagee.

Further, notwithstanding any language to the contrary in the Mortgage, the security interest in personal property which Mortgagee is granted under the Mortgage shall not include any non-possessory security interest in any "household goods" of Mortgagors (as the term "household goods" is defined in 16 C.F.R. § 444.1(i)) other than a purchase money security interest.

This Addendum supplements the Mortgage including all addenda, exhibits, riders, and schedules thereto, and all of the terms and conditions of the Mortgage apply to this Addendum; provided, that to the extent there is a conflict between this Addendum and the Mortgage, the terms of this Addendum shall control. All capitalized terms used but not otherwise defined in this Addendum shall have the meanings assigned to them in the Mortgage. All of the provisions of this Addendum shall be deemed to be incorporated in and made a part of the Mortgage, and the Mortgage, as supplemented by this Addendum, shall be read, taken and construed as one and the same instrument. The Mortgage, as supplemented by this Addendum, shall remain in full force and effect and is hereby ratified by Mortgagors. This Addendum is not intended to be, and shall not be construed to constitute, a novation of the Mortgage.

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IN WITNESS WHEREOF, Mortgagors have signed and delivered this Addendum this 26th
day of May, 2017.

Mortgagors:

[Signature] (Seal)

IRIS ANITA FISHER

[Signature] (Seal)

VINCENT LARON FISHER

By: _____

Its: _____

Attest: _____

Its: _____

(SEAL)

By: _____

Its: _____

Attest: _____

Its: _____

(SEAL)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama
COUNTY OF Shelby

I, the undersigned, a Notary Public in and for said County in said State, do hereby certify that Iris Fisher and Vincent Fisher whose name(s) is/are signed to the foregoing instrument, and who is/are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she/they, executed the same voluntarily on the day the same bears date.

Given under my hand and seal of office this 26th day of May, 2017.

[NOTARY SEAL]

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

Raquia Motley
Notary Public
My Commission Expires: 12/31/20

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