Space Above This Line For Recording Data

This instrument was prepared by Landmark Community Bank - Memphis, 5880 Ridge Bend Road, Memphis, TN 38120

MODIFICATION OF MORTGAGE

DATE AND PARTIES. The date of this Real Estate Modification (Modification) is March 17, 2017. The parties and their addresses are:

MORTGAGOR:
ANDRE D SMITH
Spouse of TALITTLA EUBANKS SMITH
116 SAINTFIELD LANE
BIRMINGHAM AL 35242-0000

TALITTLA EUBANKS SMITH
Spouse of ANDRE D SMITH, JR.
116 SAINTFIELD LN.
BIRMINGHAM AL 35242

LENDER:
LANDMARK COMMUNITY BANK
Organized and existing under the laws of Tennessee
1015 W. Poplar
Collierville, TN 38017

1. BACKGROUND. Mortgagor and Lender entered into a security instrument dated March 12, 2014 and recorded on March 24, 2014 (Security Instrument). The Security Instrument was recorded in the records of Shelby County, Alabama at Instrument #20140324000081230 and covered the following described Property:

Lots 69-A, and 69-B, according to the survey of a Resubdivision of Lot 69 of Stonegate Realty Phase Three, as recorded in Map Book 36, Page 13, in the Office of the Judge of Probate of Shelby County, Alabama; being situated in Shelby County, Alabama.

The property is located in Shelby County at 116 Saintfield Lane , Birmingham , Alabama 35242.

2. MODIFICATION. For value received, Mortgagor and Lender agree to modify the Security Instrument as provided for in this Modification.

The Security Instrument is modified as follows:

A. Secured Debt. The secured debt provision of the Security Instrument is modified to read:

(1) Secured Debts and Future Advances. The term "Secured Debts" includes and this Security Instrument will secure each of the following:

(a) Specific Debts. The following debts and all extensions, renewals, refinancings, modifications and replacements. A renewal note or other agreement, dated March 17, 2017, from ANDRE D SMITH (Borrower) to Lender, with a maximum credit limit of $200,000.00 and maturing on December 24, 2017.

(b) Future Advances. All future advances from Lender to ANDRE D SMITH under the Specific Debts executed by ANDRE D SMITH in favor of Lender after this Security Instrument. If more than one person signs this Security Instrument, each agrees that this Security Instrument will secure all future advances that are given to ANDRE D SMITH either individually or with others who may not sign this Security Instrument. All future advances are secured by this Security Instrument even though all or part may not yet be advanced. All future advances are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future advances in any amount. Any such commitment must be agreed to in a separate writing.

(c) Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

3. WARRANTY OF TITLE. Mortgagor warrants that Mortgagor continues to be lawfully seized of the estate conveyed by the Security Instrument and has the right to grant, bargain, convey, sell and mortgage with the power of sale the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.

4. CONTINUATION OF TERMS. Except as specifically amended in this Modification, all of the terms of the Security Instrument shall remain in full force and effect.

SIGNATURES. By signing under seal, Mortgagor agrees to the terms and covenants contained in this Modification. Mortgagor also acknowledges receipt of a copy of this Modification.

MORTGAGOR:

_______________________________ (Seal)
ANDRE D SMITH

____
(Witness)

_______________________________ (Seal)
TALITTLA EUBANKS SMITH

____
(Witness)

20170901000319660 2/5 $327.00
Shelby Cnty Judge of Probate, AL
09/01/2017 10:13:01 AM FILED/CERT

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MORTGAGOR:

_______________________________ (Seal)
ANDRE D SMITH

20170901000319660 3/5 $327.00
Shelby Cnty Judge of Probate, AL
09/01/2017 10:13:01 AM FILED/CERT

____
(Witness)

_______________________________ (Seal)
TALITTLA EUBANKS SMITH

____
(Witness)

LENDER:

Landmark Community Bank

By ______________________ (Seal)
ROBIN L HENDERSON, SENIOR VICE PRESIDENT

Damnica Moody
(Witness)

ACKNOWLEDGMENT.

State OF Virginia, City OF Norfolk ss.

I, Daminica Moody, a notary public, hereby certify that ANDRE D SMITH , spouse of TALITTLA EUBANKS SMITH, and TALITTLA EUBANKS SMITH , spouse of ANDRE D SMITH, JR., 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 this 27 day of July, 2017.

My commission expires:
June 30, 2019

Damnica Moody
(Notary Public)

DAMINICA MOODY
NOTARY PUBLIC
REG. #7655810
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES JUNE 30, 2019

20170901000319660 4/5 $327.00
Shelby Cnty Judge of Probate, AL
09/01/2017 10:13:01 AM FILED/CERT

(Lender Acknowledgment)

State OF TN, County OF Davidson ss.

I, Joslynne Box, a notary public, in and for said County in said State, hereby certify that ROBIN L HENDERSON, whose name(s) as SENIOR VICE PRESIDENT of Landmark Community Bank, a corporation, is/are 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/she/they, as such officer(s) and with full authority, executed the same voluntary for and as the act of said corporation. Given under my hand this the 27th day of July, 2017.

My commission expires:

(Notary Public)

JOSLYNNE BOX STATE OF TENNESSEE NOTARY PUBLIC COUNTY OF DAVIDSON MY COMM. EXP. MARCH 06, 2018

20170901000319660 5/5 $327.00
Shelby Cnty Judge of Probate, AL
09/01/2017 10:13:01 AM FILED/CERT