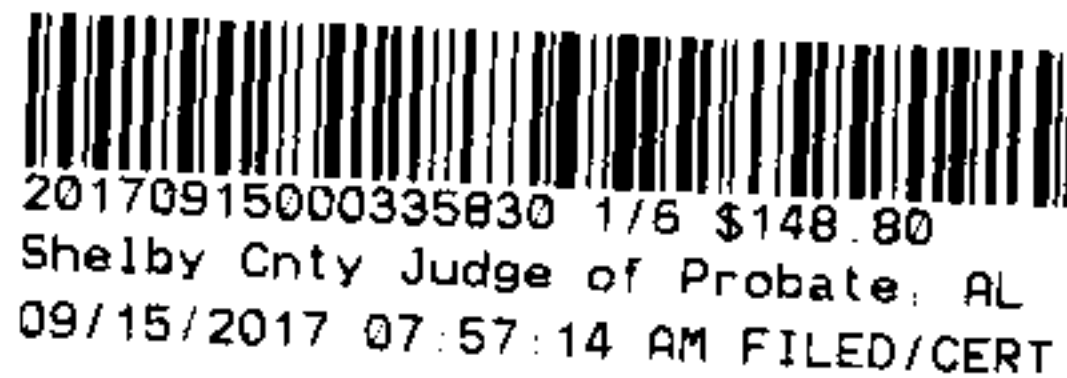


Recording Requested By and
After Recording Return To:
American Title, Inc.
PO Box 641010
Omaha, NE 68164-1010



DOCUMENT PREPARED BY:

SunTrust Bank – M. Reed
Mail Code: RVW-7954
P.O. Box 85130
Richmond, VA 23285-5130

Change In Terms Addendum

*This does not represent an increase in principal indebtedness.
The current principal amount by this agreement is \$79,177.39. No new money. No taxes due.*

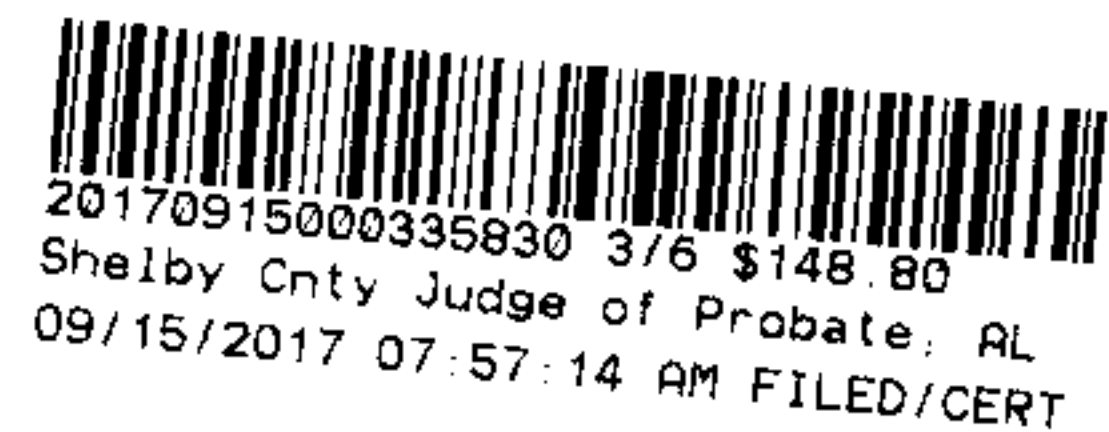
This Change in Terms Addendum ("Addendum"), made this 7th day of August 2017 between James E Gustin and Brenda L Gustin (hereinafter "Borrower" whether one or more) and James E Gustin and Brenda L Gustin (hereinafter "Grantor" whether one or more and being an individual, entity or trust that is not an obligor on the loan, but has an interest in the collateral property securing the Home Equity Line referred to herein) and **SunTrust Bank** ("Lender"), amends and supplements 1) the Home Equity Credit Line Agreement and Disclosure Statement ("Agreement") previously entered into by the Borrower and Lender with a revolving line of credit up to an original maximum principal amount of \$122,000.00, as amended or supplemented by any Modification of Mortgage ("Modification") or Change in Terms Addendum prior to the date hereof, and (2) the Mortgage, Deed of Trust, or Security Deed, as amended or supplemented by any Modification or Change in Terms Addendum prior to the date hereof ("Security Instrument") dated September 24, 2007 and recorded in Book N/A, at page N/A, as Instrument No. 20071015000477230, of the Land Records of Shelby County, AL, which granted a lien upon the real and personal property described in the Security Instrument and defined therein as the "Property" located at: 625 Highland Lakes Cove, Birmingham, AL 35242. See attached Schedule A for additional property description.

In consideration of the mutual promises and agreements exchanged herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Security Instrument or Agreement):

1. This Addendum is attached to and incorporated by reference as a part of the Agreement;
2. As of August 7th, 2017, the amount payable under the Agreement and any prior Modification or Change in Terms Addendum and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$79,177.39, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts due. The Unpaid Principal Balance amount may change depending on draws taken or advances requested up to the credit limit of the Agreement and/or any payments made in excess of the minimum payment due prior to the repayment period set forth in the Agreement ("the Repayment Period");
3. Borrower and Lender hereby agree to modify the repayment terms of the Agreement effective as of the first day of the Repayment Period, October 18th, 2017, in the manner described in Paragraphs 4 and 5; Borrower agrees to pay and all payments that become due under the terms of the existing contract as referenced above between the date this Addendum is signed and the effective date or first payment date of the Addendum as set forth in paragraph 4 immediately below.

4. Borrower agrees to repay this loan in 240 remaining installments, in an amount to be determined by calculating the monthly payment required to fully amortize the Unpaid Principal Balance and any outstanding accrued interest, fees and charges as of the first day of the Repayment Period at the fixed interest rate set forth below in paragraph 5, beginning with the first payment due date for the Repayment Period or November 12th, 2017, with all subsequent payments due on the same day of each month thereafter, with a final payment, including any fees, charges, interest, principal and all other unpaid amounts still owed being due on October 12th, 2037, which is the new extended maturity date ("the New Maturity Date").
5. The Annual Percentage Rate set forth in the Agreement is amended to a fixed interest rate of 4.99% to take effect on the first day of the of the Repayment Period set forth in paragraphs 3 and 4 above and to remain such until all unpaid principal, interest, fees or other charges are paid in full.
6. If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower or Grantor is not a natural person and a beneficial interest in Borrower or Grantor is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by the Security Instrument; and
7. Borrower's acceptance of the terms in this Addendum is subject to federal requirements regarding flood insurance. As part of processing of this Addendum following Borrower's acceptance of the terms, federal regulations require Lender to determine if the Property is located in a Special Flood Hazard Area ("SFHA") as designated by the FEMA Flood Maps for the community. If Borrower's home is located in a SFHA, Borrower will be required to obtain and maintain flood insurance for the remaining term of the Agreement and, if applicable, the remaining term as modified by this Addendum. **If, after Lender notifies the borrower that flood insurance coverage is required, Borrower does not provide Lender proper evidence of flood insurance coverage for the Property within the time required by law, this Addendum will be null and void even if signed by the Borrower.** Borrower understands and agrees that the flood insurance requirement is not waived or affected by either party's execution of this Addendum. If, at any point during the term of the Agreement, Lender is notified that the Property is located in a SFHA, Lender is required by federal law to ensure that adequate flood insurance is on file for the Property.
8. Borrower and Grantor further understand and agree that:
 - a) All the rights and remedies, stipulations, and conditions contained in the Agreement and Security Instrument relating to default in the making of payments shall also apply to default in the making of the modified payments hereunder;
 - b) All covenants, agreements, stipulations, and conditions in the Security Instrument and Agreement shall be and remain in full force and effect and Borrower hereby reaffirms the same, except as herein modified, and none of Borrower's obligations or liabilities under the Agreement and Security Instrument shall be diminished or released by any provisions hereof, nor shall this Addendum in any way impair, diminish, or affect any of Lender's rights under or remedies on the Agreement and Security Instrument whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against Borrower, any property or any other persons in any way obligated for, or liable on, the Agreement and Security Instrument are expressly reserved by Lender. Consent by Lender to this Addendum does not waive Lender's right to require strict performance of the Agreement and Security Instrument as changed above nor obligate Lender to make any future modifications;
 - c) Nothing in this Addendum shall be understood or construed to be a novation or a satisfaction or release in whole or in part of the Security Instrument and/or Agreement.

20170915000335830 09/15/2017



- d) **As provided in the Agreement, the draw period ends and no further draws may be taken once the Repayment Period begins.**
- e) If any document is lost, misplaced, omitted, misstated or inadequately reflects the true and correct terms of this Addendum, upon request of Lender or any assignee of Lender, Borrower and Grantor agree to comply within ten (10) days of such request to make, execute, initial and/or deliver such other documents or papers as Lender may deem necessary or required to correct and effectuate the terms and conditions of this Addendum which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower and Grantor, and
- f) The terms of this Addendum supersede the terms of any prior Addendum, Modification, forbearance plan or workout agreement that Borrower/Grantor may previously have entered into with Lender. This Addendum may only be modified in writing, signed by both parties.

See next page for signatures

GRANTOR ACKNOWLEDGMENT. Any individual, entity or trustee on behalf of a trust signing this Addendum as a Grantor of any interest in the Property rather than as a Borrower or obligor understands and consents to the terms and conditions of this Addendum, but does not become personally liable for any indebtedness referenced herein by doing so. However, no existing endorsement or guarantee by the Grantor relating to the Agreement, if applicable, is changed or affected by the Grantor signing this Addendum.

Borrower, Grantor

James E Gustin

(Seal)

By Sonya Young Sonya Young (SEAL)
Witness (Sign & Print Name):

The State of ALABAMA
JEFFERSON County)

I, JAN K. BAILEY, Notary Public, hereby certify that James E. Gustin whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she executed the same voluntarily on the day the same bears date. Given under my hand this 14 day of August, A. D. 2017.

WITNESS my hand and official seal.

Notary Signature Jan K. Bailey (Seal)
My Commission Expires: 8/31/19

Borrower, Grantor

Brenda L Gustin

(Seal)

By Sonya Young Sonya Young (SEAL)
Witness (Sign & Print Name):

The State of ALABAMA
JEFFERSON County)

I, JAN K. BAILEY, Notary Public, hereby certify that Brenda L. Gustin whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she executed the same voluntarily on the day the same bears date. Given under my hand this 14 day of August, A. D. 2017.

WITNESS my hand and official seal.

Notary Signature Jan K. Bailey (Seal)
My Commission Expires: 8/31/19

20170915000335830 09/15/2017

20170915000335830 5/6 \$148.80
Shelby Cnty Judge of Probate, AL
09/15/2017 07:57:14 AM FILED/CERT

SUNTRUST BANK

By: Kimberly A. Kurtz (Seal)
Its: Vice President

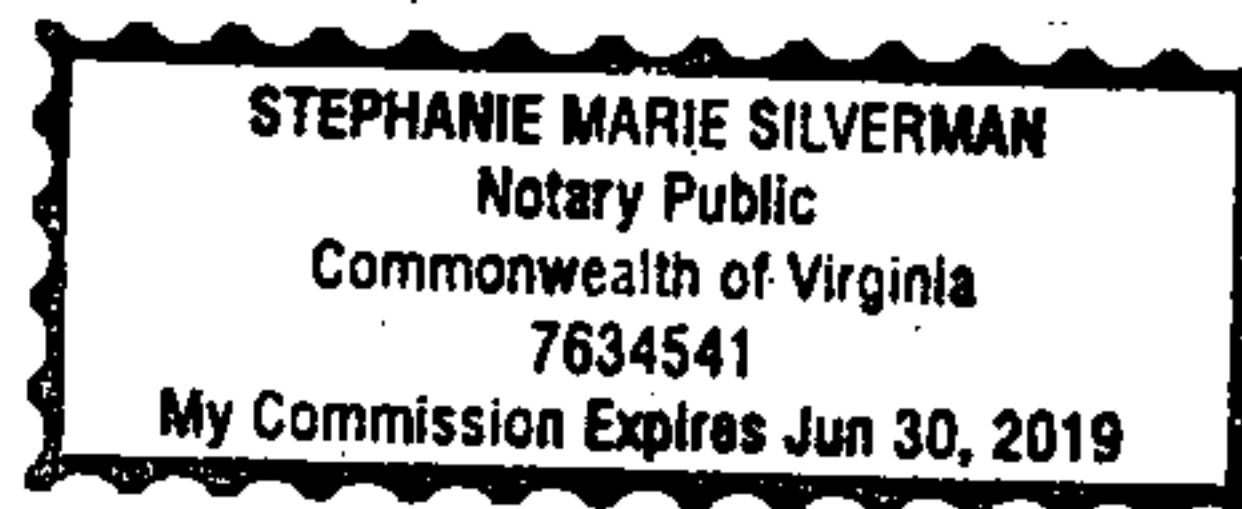
By: Chlorinda Bank (SEAL)
Witness (Sign & Print Name): Chlorinda Bank

State of Virginia §
County/City of Richmond §

On this the 16 day of August 2017 before me Stephanie Marie Silverman, personally appeared Kimberly A. Kurtz, who is/are personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the above instrument and acknowledged to me that he/she executed the same as his/her voluntary act and deed and as the voluntary act and deed of the Lender in his/her authorized capacity on behalf of the Lender.

WITNESS my hand and official seal.

Notary Signature Stephanie Marie Silverman (Seal)
My Commission Expires: 6/30/19



Gustin 471982

20170915000335830 09/15/2017

20170915000335830 6/6 \$148.80
Shelby Cnty Judge of Probate, AL
09/15/2017 07:57:14 AM FILED/CERT

SCHEDULE A

**THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN SHELBY COUNTY,
ALABAMA, TO WIT:**

**LOT 130, ACCORDING TO THE SURVEY OF HIGHLAND LAKES 1ST SECTOR,
AS RECORDED IN MAP BOOK 18 PAGE 37, IN THE PROBATE OFFICE OF
SHELBY COUNTY, ALABAMA.**

KNOWN: 625 HIGHLAND LAKES CV

PARCEL: 082090002001021



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
09/15/2017 07:57:14 AM
\$148.80 CHERRY
20170915000335830

A handwritten signature in black ink, appearing to read "James W. Fuhrmeister", is written over the official text.