

20171016000375490
10/16/2017 12:11:23 PM
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:
Jared M Hauser
Tiffany P Hauser
5232 Harvest Ridge Lane
Birmingham, AL 35242-0000

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE



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THIS MODIFICATION OF MORTGAGE dated August 11, 2017, is made and executed between Jared M Hauser and Tiffany P Hauser, whose address is 5232 Harvest Ridge 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 August 17, 2017 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded 8/27/2017, Instrument #20120827000320240 with Shelby County Judge of Probate, AL.

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

Lot 78, according to the Survey of Meadow Brook 11th Sector, as recorded in Map Book 9, page 6 A & B, in the Probate Office of Shelby County, Alabama

The Real Property or its address is commonly known as 5232 Harvest Ridge Lane, Birmingham, AL 35242-0000.

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

The Mortgage secures the Credit Agreement and Disclosure dated August 17, 2012 from Jared M Hauser and Tiffany P Hauser ("Borrower") to Lender, (the "Credit Agreement and Disclosure"), which is being modified by the new Credit Agreement and Disclosure between Borrower and Lender dated the same date as this Modification. The Mortgage, as modified hereby, shall secure the Credit Agreement and Disclosure and any and all previous and future renewals of, extensions of, modifications of refinancing's of, consolidations of, and substitutions for the Credit Agreement and Disclosure.

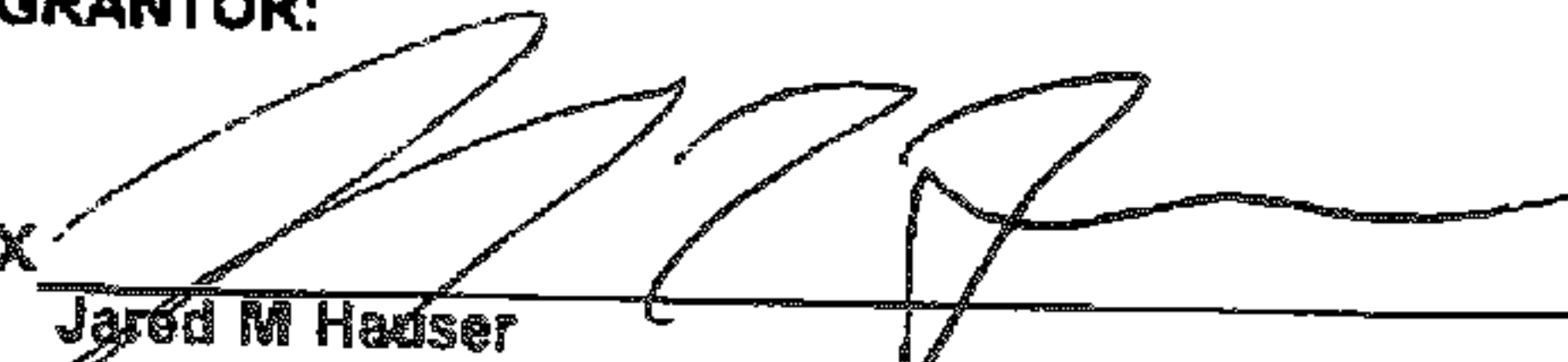
The Principal amount available under the Credit Agreement and Disclosure, which originally was \$40,000.00 on August 17, 2012 (on which any required taxes already have been paid) is now increased to \$100,000.00 as of this modification dated August 11, 2017.

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 endorser 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 AUGUST 11, 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  (Seal)
Jared M Hauser

X  (Seal)
Tiffany P Hauser

LENDER:

NATIONAL BANK OF COMMERCE

X  (Seal)
Daniel W Wiss, Branch Manager

This Modification of Mortgage prepared by:

Name: Laura Turner, Loan Operations Specialist
Address: 5 Inverness Center Parkway
City, State, ZIP: Birmingham, AL 35242

Loan No: 8032795

MODIFICATION OF MORTGAGE
(Continued)

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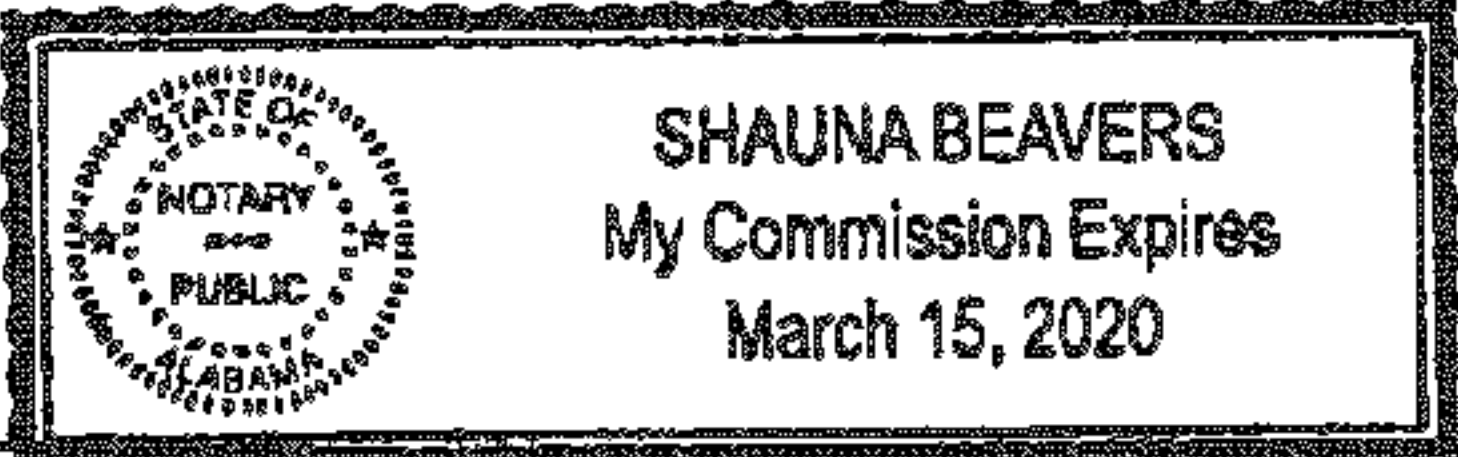
INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Jefferson)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Jared M Hauser and Tiffany P Hauser, 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 11 day of AUGUST, 2017.

My commission expires 3/15/2020



Notary Public

Shauna Beavers

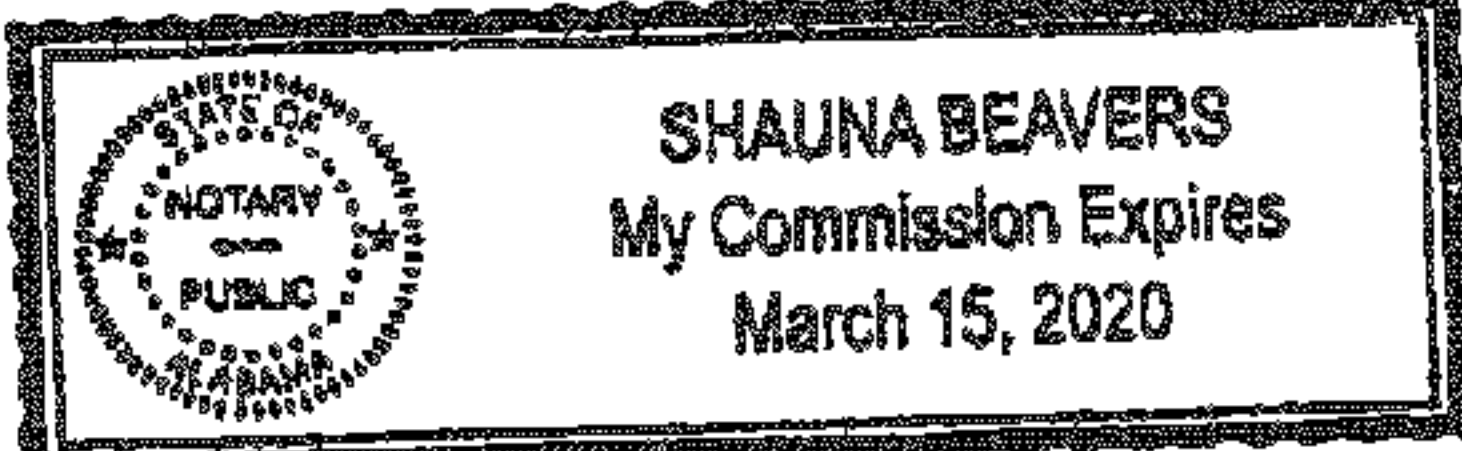
LENDER ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Jefferson)

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 11 day of AUGUST, 2017.

My commission expires 3/15/2020



Notary Public

Shauna Beavers



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
10/16/2017 12:11:23 PM
\$108.00 CHERRY
20171016000375490

[Signature]