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Return to:  
**Synovus Atlanta Loan Operations**  
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**FIRST COMMERCIAL A DIV SYNOVUS BANK  
MODIFICATION AGREEMENT**

  
20171127000424370 1/1 \$60.00  
Shelby Cnty Judge of Probate, AL  
11/27/2017 12:15:43 PM FILED/CERT

Alabama, **SHELBY COUNTY**

THIS AGREEMENT made and entered into this date: **08/24/2017** by and between **Michael Lessley and Mary Kathleen Lessley, husband and wife** (hereinafter designated "Grantor"), and **FIRST COMMERCIAL A DIV SYNOVUS BANK** interest by (hereinafter designated "Grantee"),

**WITNESSETH THAT:**

By Alabama Mortgage dated **03/29/2013** and recorded in Mortgage Book Instrument #**20130508000190610**, **SHELBY County, Alabama** (briefly identified as **Lot 1621, according to the Survey of Brook Highland, 16<sup>th</sup> Sector, Phase II, an Eddleman Community, as recorded in Map Book 28, Page 16, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.**) to secure loans and advances made to Grantor on a **\$40,000.00** line of credit (the "Credit Line"); pursuant to a certain Home Equity Line Account Agreement between Grantee and Grantor dated concurrently with said Mortgage, and to secure any extension and/or renewals thereof and any other indebtedness which Grantor might thenceforth owe to Grantee. Alabama's mortgage tax on notes secured by real estate, based upon the full amount of said Credit Line, was duly paid prior to the filing of said Mortgage.

By mutual agreement of the parties and for valuable considerations moving from each to the other, said Credit Line is and has been **INCREASED** by the sum of **\$30,000.00** so that the Credit Line secured by said Mortgage now amounts to **\$70,000.00** and said Home Equity Line Agreement and said Mortgage are hereby amended accordingly.

An additional Alabama's mortgage tax, based upon the amount of said increase, is paid hereon prior to filing this Agreement for record in said Probate Judge's office.

This Mortgage Modification Agreement supplements the Mortgage including all addendums and exhibits thereto, and all of the terms and conditions of the Mortgage apply to this Mortgage Modification Agreement; providing that to the extent there is a conflict between this Mortgage Modification Agreement and the Mortgage, the terms herein shall control. All capitalized terms used but not otherwise defined here, shall have the meanings assigned thereto in the Mortgage.

As of the date hereof, all of the provisions of this Mortgage Modification Agreement shall be deemed to be incorporated into and made a part of the Mortgage, and the Mortgage, as amended by this Mortgage Modification Agreement, shall be read, taken and construed as one and the same instrument. Except as otherwise expressly modified herein, the Mortgage shall remain in full force and effect and is hereby ratified.

IN WITNESS WHEREOF, Grantor has hereunto set his hand and affixed his seal the day and year above first written; and **FIRST COMMERCIAL A DIV SYNOVUS BANK** has caused this Agreement to be executed on its behalf, by its proper officers, duly authorized so to do, under the corporate seal, the day and year first above written.

Grantor:

  
Michael Lessley

Grantor:

  
Mary Kathleen Lessley

By: **FIRST COMMERCIAL A DIV SYNOVUS BANK**

Name:

  
Raquia Motley

Title: Relationship Banker

Signed, sealed and delivered in the presence of:

Witness

  
Melvin D. Casey

Notary Public

Jefferson County, AL

My Commission Expires:  
11-3-2018

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