

20180309000078100  
03/09/2018 03:40:47 PM  
MORTAMEN 1/4

THIS INSTRUMENT PREPARED BY:  
Oakworth Capital Bank  
2100A Southbridge Parkway, Suite 445  
Birmingham, AL 35209-0000

WHEN RECORDED, RETURN TO:  
FIRST AMERICAN TITLE INSURANCE CO.  
1100 SUPERIOR AVENUE, SUITE 200  
CLEVELAND, OHIO 44114

(Space Above This Line For Recording Data)

53724187

NMLS COMPANY IDENTIFIER: 774724  
NMLS ORIGINATOR IDENTIFIER: 718252

## MODIFICATION AGREEMENT - MORTGAGE

**THIS MODIFICATION AGREEMENT** ("Agreement") is made this 20th day of February, 2018, between Lewis W Cummings III and Mary P. Cummings, a married couple, whose address is 509 Bayhill Road, Birmingham, Alabama 35244 ("Mortgagor"), and Oakworth Capital Bank whose address is 850 Shades Creek Parkway, Birmingham, Alabama 35209 ("Lender").

Oakworth Capital Bank and Mortgagor entered into a Mortgage dated October 12, 2012 and recorded on October 25, 2012 in Instrument #20121025000410560 as modified by Modification Agreement dated August 08, 2014 and recorded on August 18, 2014 in Instrument #20140818000258510 in the Office of the Judge of Probate, records of County of Shelby, State of Alabama ("Mortgage"). The Mortgage covers the following described real property:

Address: 509 Bayhill Road, Birmingham, Alabama 35244

Legal Description: See Attached Exhibit "A"

It is the express intent of the Mortgagor and Lender to modify the terms and provisions set forth in the Mortgage. Mortgagor and Lender hereby agree to modify the Mortgage as follows:

- Increase Maximum Principle amount from \$148,000.00 to \$260,000.00.

Mortgagor and Lender agree that the Mortgage including such changes, modifications, and amendments as set forth herein, shall remain in full force and effect with respect to each and every term and condition thereof and nothing herein contained shall in any manner affect the lien of the Mortgage on the Property. Nothing contained herein shall in any way impair the Mortgage or the security now held for the indebtedness thereunder, or alter, waive, annul, vary, or affect any provision, term, condition, or covenant therein, except as herein provided, nor affect or impair any rights, powers, privileges, duties, or remedies under the Mortgage it being the intent of Mortgagor and Lender that the terms and provisions thereof shall continue in full force and effect, except as specifically modified herein. Nothing in this Agreement shall constitute a satisfaction of the promissory note or notes, or other credit agreement or agreements secured by the Mortgage.

Lender's consent to this Agreement does not waive Lender's right to require strict performance of the Mortgage modified above, nor obligate Lender to make any future modifications. Any guarantor or cosigner shall not be released by virtue of this Agreement.

If any Mortgagor who signed the original Mortgage does not sign this Agreement, then all Mortgagors signing below acknowledge that this Agreement is given conditionally, based on the representation to Lender that the

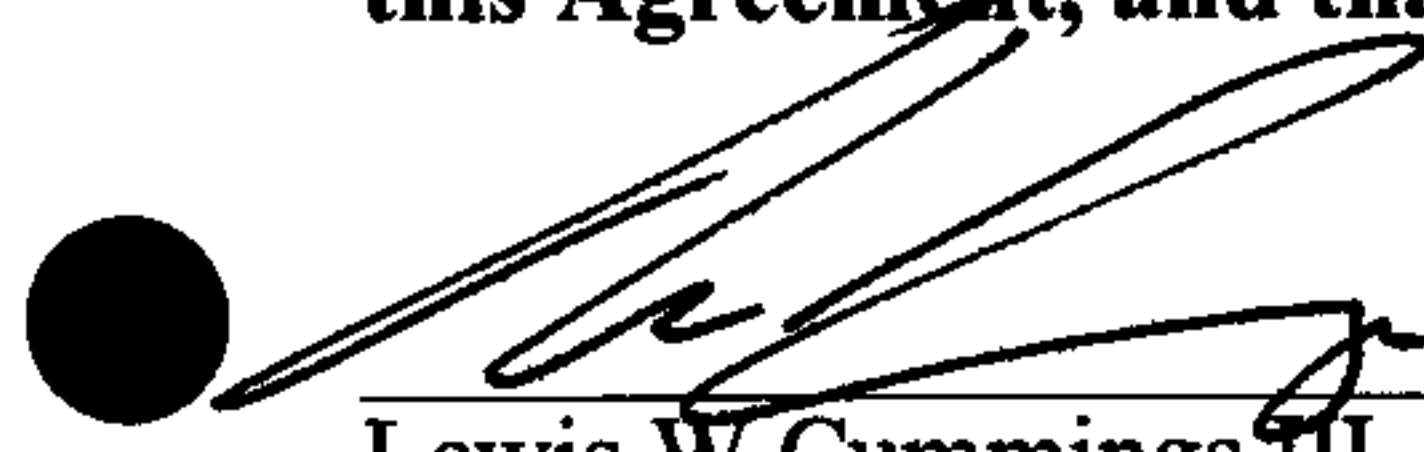


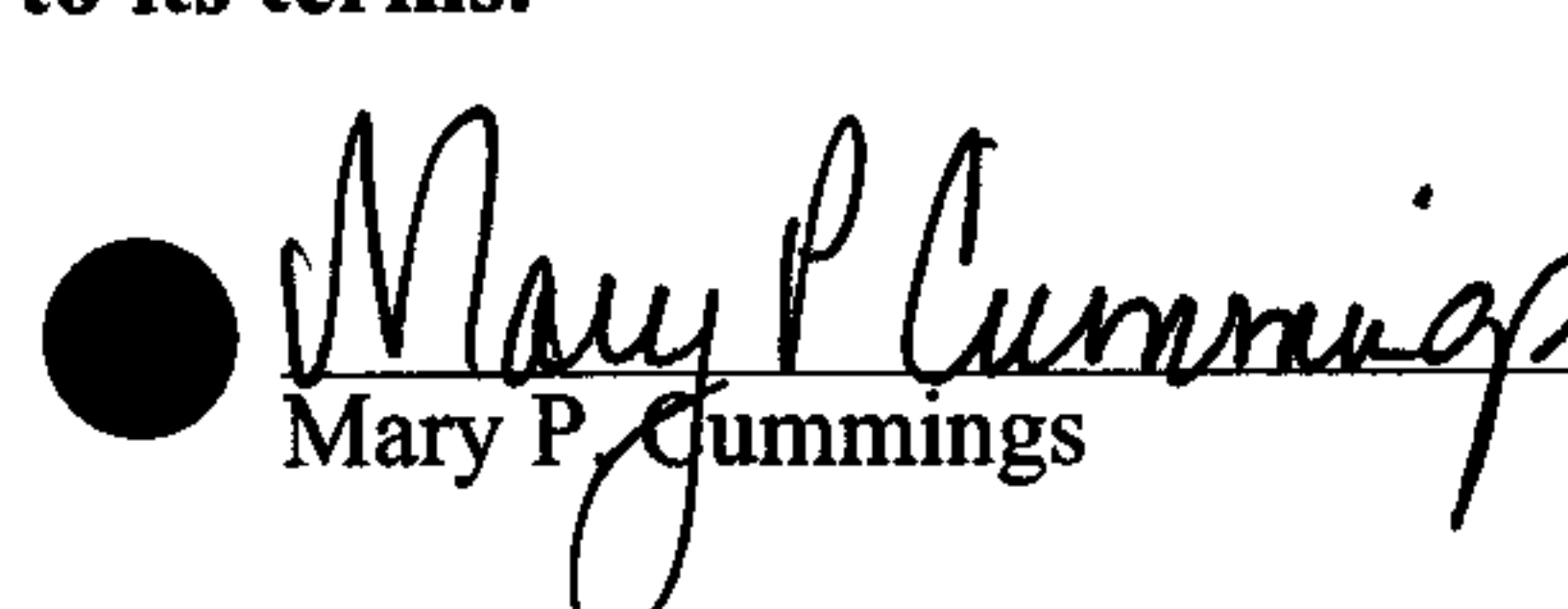
non-signing person consents to the changes and provisions of this Agreement or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

This Agreement shall be binding upon the heirs, successors, and assigns with respect to parties hereto. Whenever used, the singular shall include the plural, the plural, the singular, and the use of any gender shall be applicable to all genders.

**ORAL AGREEMENTS DISCLAIMER.** This Agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

By signing below, Mortgagor and Lender acknowledge that they have read all the provisions contained in this Agreement, and that they accept and agree to its terms.

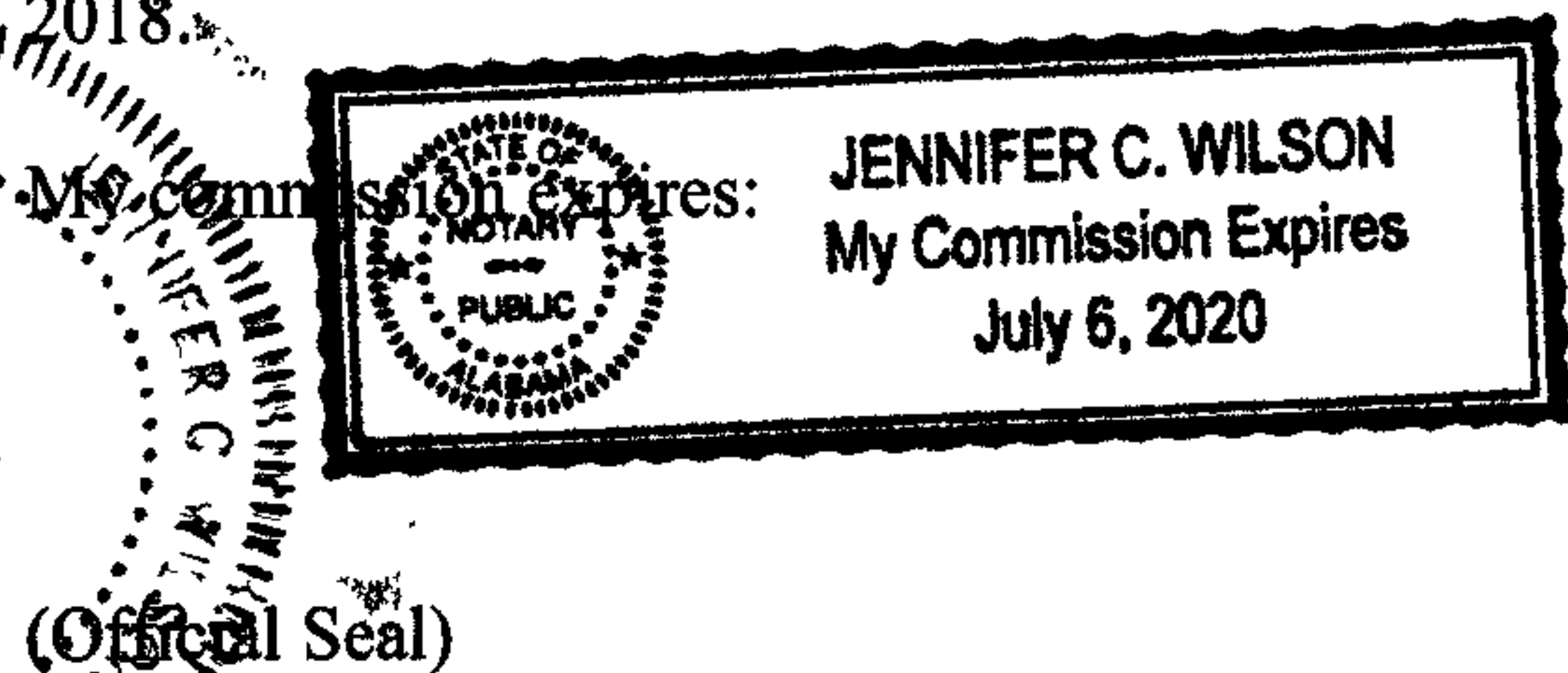
 FEB 20 2018  
Lewis W Cummings III Date


 FEB 20 2018  
Mary P Cummings Date

**INDIVIDUAL ACKNOWLEDGMENT**


STATE OF ALABAMA )  
COUNTY OF Jefferson )

I, Jennifer Wilson, a Notary, do hereby certify that Lewis W Cummings III and Mary P. Cummings, a married couple, whose names are signed to the foregoing and who are known to me, acknowledged before me on this day that, being informed of the contents of the Modification Agreement, they executed the same, voluntarily, on the day the same bears date. Given under my hand this 20th day of February, 2018.



  
Notary Identification Number

**LENDER:** Oakworth Capital Bank

 2/20/18  
By: Jennifer Wilson Date  
As: Associate Managing Director



**BUSINESS ACKNOWLEDGMENT**

STATE OF ALABAMA )  
COUNTY OF *Jackson* )

I, *Kimberly S. Pratt*, Notary in and for said County and in said State, hereby certify that Jennifer Wilson, Associate Managing Director of Oakworth Capital Bank, a(n) Alabama State Bank, 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 the instrument, he or she, in his or her official capacity and with full authority, executed the same voluntarily for and as the act of said State Bank.

Given under my hand this the 20th day of February, 2018.

My commission expires:

*Kimberly S. Pratt*

Notary

(Official Seal)

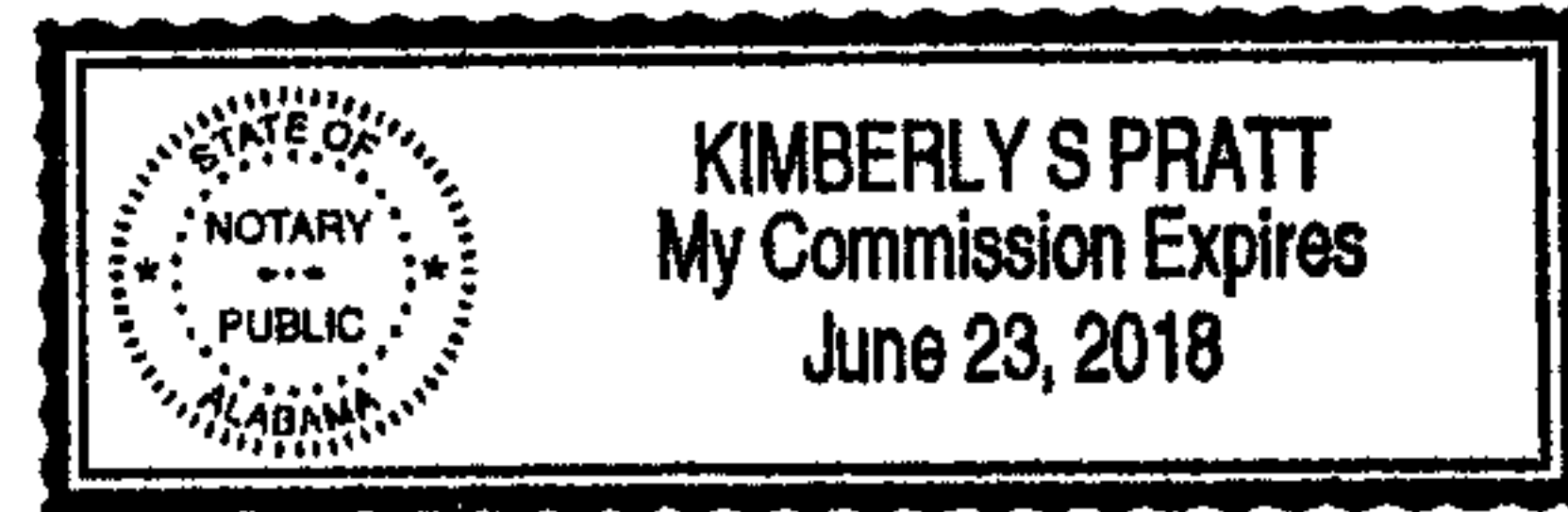
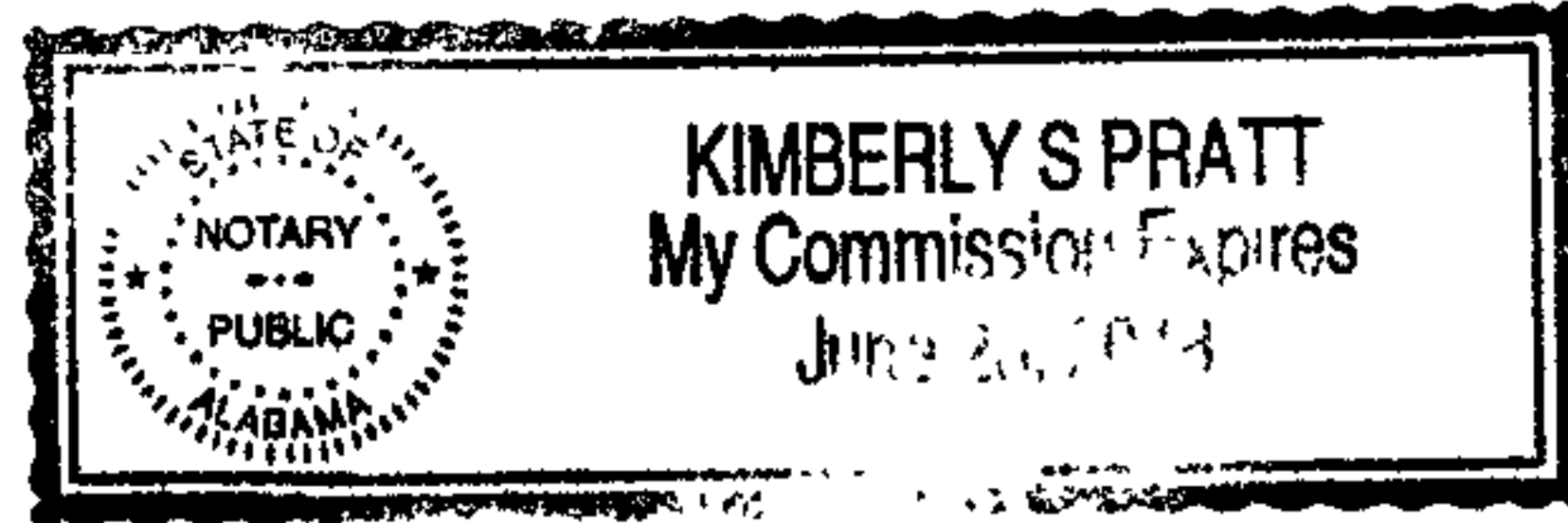


EXHIBIT A

SITUATED IN THE COUNTY OF SHELBY AND STATE OF ALABAMA:

LOT 45-B, ACCORDING TO THE RESURVEY OF LOT 45, HEATHERWOOD,  
4TH SECTOR, 1ST ADDITION, AS RECORDED IN MAP BOOK 21, PAGE  
145, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.



BEING ALL OF THAT CERTAIN PROPERTY CONVEYED TO LEWIS W.  
CUMMINGS, III AND MARY P. CUMMINGS FROM STAR PROPERTIES, LLC  
BY DEED DATED 08/28/12 AND RECORDED 08/29/12 IN INSTRUMENT  
20120829000325230, IN THE LAND RECORDS OF SHELBY COUNTY,  
ALABAMA.

PPN: 10 2 09 0 001 001.267  
LEWIS W. CUMMINGS, III AND MARY P. CUMMINGS

509 BAYHILL ROAD, BIRMINGHAM AL 35244  
Loan Reference Number : WILSON  
First American Order No: 53724187  
Identifier: L/



When Recorded, Return to:  
First American Mortgage Services  
1100 Superior Avenue, Suite 200  
Cleveland, OHIO 44114

 CUMMINGS, III  
53724187 AL  
FIRST AMERICAN ELS  
MODIFICATION AGREEMENT  




Filed and Recorded  
Official Public Records  
Judge James W. Fuhrmeister, Probate Judge,  
County Clerk  
Shelby County, AL  
03/09/2018 03:40:47 PM  
\$207.00 CHERRY  
20180309000078100