

Prepared by:
Kawanna Martin
Synovus Financial Center
P.O. Box 1638
Roswell, GA 30077-1638

**FIRST COMMERCIAL A DIV SYNOVUS BANK
MODIFICATION AGREEMENT**

Alabama, SHELBY COUNTY

THIS AGREEMENT made and entered into this date: **11/03/2017** by and between **GARY HUTTO AND REBECCA M HUTTO, Husband & Wife** (hereinafter designated "Grantor"), and **FIRST COMMERCIAL A DIV SYNOVUS BANK AS SUCCESSOR IN INTEREST BY MERGER WITH FIRST COMMERCIAL BANK** (hereinafter designated "Grantee"),

WITNESSETH THAT:

By Alabama Mortgage dated **11/26/2007** and recorded in Instrument # **20071228000581780**, SHELBY County, Alabama (briefly identified as **3661 TALL TIMBER DR, BIRMINGHAM, AL 35242**) to secure loans and advances made to Grantor on a **\$100,000.00** 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. **\$150.00** 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.

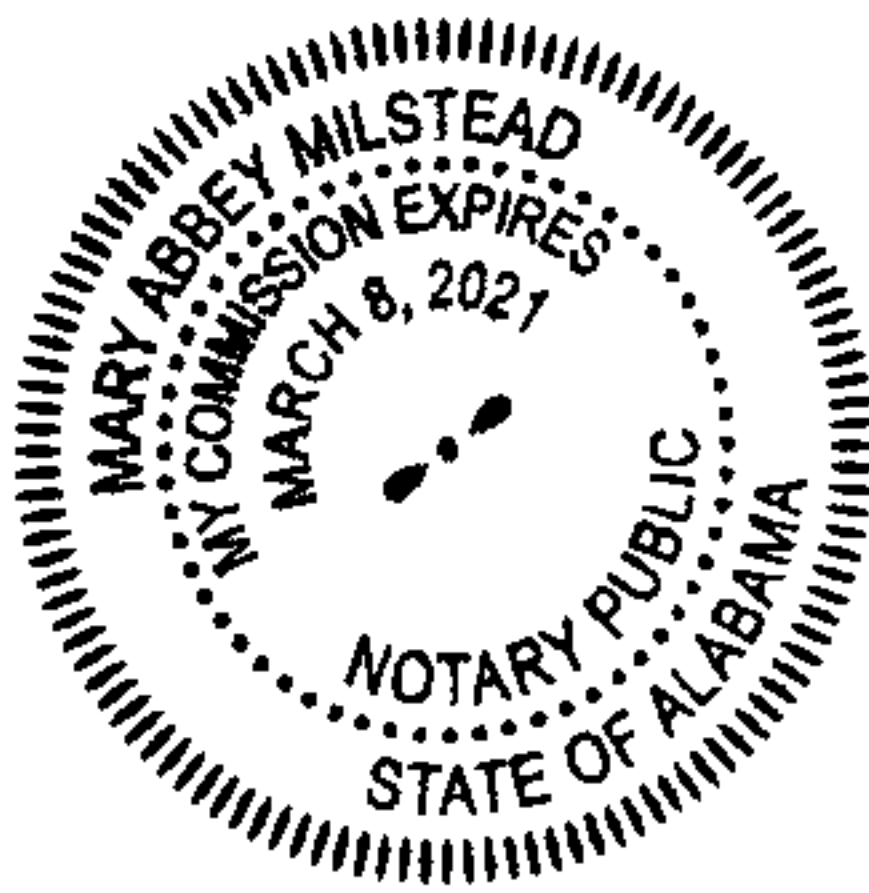
By mutual agreement of the parties and for valuable considerations moving from each to the other, said Credit Line is and has been **increased** by the sum of **\$160,000.00** so that the Credit Line secured by said Mortgage now amounts to **\$260,000.00** and said Home Equity Line Agreement and said Mortgage are hereby amended accordingly.

An additional **\$240.00** 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: _____

GARY HUTTO

Grantor: _____

REBECCA M HUTTO, Husband & Wife

By: FIRST COMMERCIAL A DIV SYNOVUS BANK

Name: _____

WILLIAM NORWOOD

Title: RETAIL MARKET MANAGER II

Signed, sealed and delivered in the presence of:

Witness

Notary Public

Shelby County, AL 2717584-DJ



20180511000162030 1/1 \$255.00
Shelby Cnty Judge of Probate, AL
05/11/2018 10:20:18 AM FILED/CERT