

STATE OF ALABAMA

COUNTY OF SHELBY

**NOTE TO PROBATE COURT:** This Amendment amends that certain Mortgage dated February 28, 2017 in the amount of \$1,100,000.00 previously recorded in the Office of the Judge of Probate of Shelby County in Instrument #20170316000088700 and will increase the amount of debt secured thereby above the principal amount for which mortgage tax was paid and does not extend the maturity date. Additional Mortgage filing privilege taxes on indebtedness in the amount of \$620,000.00 are due in connection with the recording of this instrument.

**MORTGAGE MODIFICATION AGREEMENT**

This Agreement is by and between National Bank of Commerce of Birmingham ("Bank") and J Thomas Hill, a single man ("Borrowers") and is dated as of **May 15, 2018**.

WHEREAS, the Borrowers are currently indebted to Bank pursuant to a certain loan in the principal amount of \$1,100,000.00 (the "Loan"), as evidenced by a certain first mortgage note dated February 28, 2017 and related addenda (the "Note").

WHEREAS, the Loan is secured by a certain Mortgage dated February 28, 2017 executed by Borrowers in favor of Bank and recorded in the Office of the Judge of Probate of Shelby County, Alabama as Instrument #20170316000088700 (the "Mortgage").

WHEREAS, concurrently herewith, Borrowers have requested that Bank modify certain provisions of the Note and the Loan Agreement to extend additional credit to it in the amount of \$620,000.00, pursuant to the terms of a certain Note and Loan Modification Agreement of even date herewith (the "Modification Agreement").

WHEREAS, Bank is willing to enter into the Modification Agreement on the condition, among others, that Borrowers enter into this Agreement to amend and modify the Mortgage to reflect the modification to the Note and Loan secured thereby as set forth in the Modification Agreement and to make certain other changes thereto.

NOW, THEREFORE, for and in consideration of the foregoing premises, Borrowers and Bank agree as follows:

1. The Mortgage is hereby modified and amended as follows:

(a) On Page 1, the definition of Note in (D) is hereby amended by inserting the phrase: "(as modified and amended by that certain Note and Loan Modification Agreement executed May 15, 2018 executed by the Borrower and the Bank)" after the date "February 28, 2017".

(b) On Page 1, the definition of the term "Note" is further hereby amended by deleting the term ONE MILLION ONE HUNDRED AND NO/100 Dollars (U.S.

\$1,100,000.00)" and substituting the term "ONE MILLION SEVEN HUNDRED TWENTY AND NO/100 Dollars (U.S. \$1,720,000.00)" therefore.

2. Except as modified herein or in the Modification Agreement, all of the terms and conditions of the Mortgage, Loan Agreement, the Note and of any and all other instruments executed in connection with the Loan shall remain in full force and effect. Nothing contained in this Agreement shall be deemed to constitute a novation of the terms of the Mortgage nor impair any liens granted to Bank thereunder, nor affect any of the rights, powers or remedies of Bank under the Mortgage, nor constitute a waiver of any provision thereof.

**IN WITNESS WHEREOF**, parties hereto have caused this instrument to be dated as of May 15, 2018 for the convenient reference of the parties although executed on the date of the acknowledgement set forth below.

**ATTEST:**



**NATIONAL BANK OF COMMERCE OF  
BIRMINGHAM**

By:   
Carter Slappey  
Its: AVP/Private and Professional Banking

  
J Thomas Hill

COUNTY OF Jefferson

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Carter Slappey, whose name as AVP/Private and Professional Banking of National Bank of Commerce, a national banking association, 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 said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this 15th day of May, 2018

Melissa B Benson  
Notary Public

AFFIX SEAL

My commission expires: \_\_\_\_\_



STATE OF ALABAMA )  
COUNTY OF Jefferson )

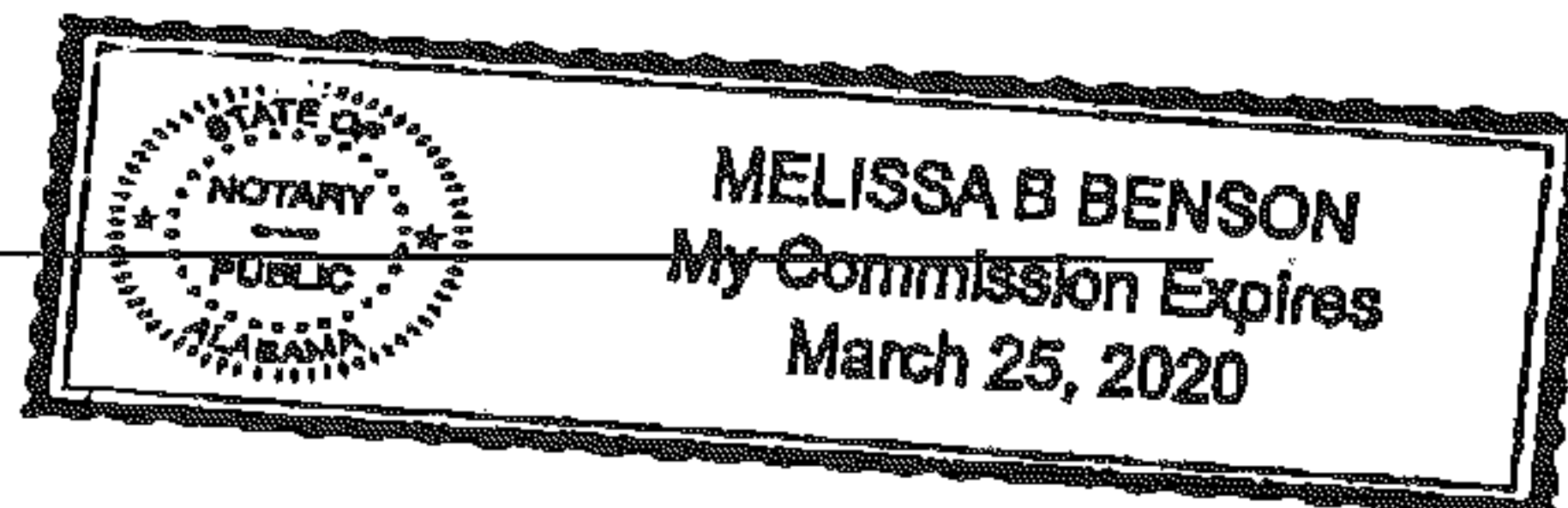
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that J Thomas Hill, whose name is signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 15th day of May, 2018

Melissa B Benson  
Notary Public

AFFIX SEAL

My commission expires: \_\_\_\_\_



This instrument was prepared by:  
Ursula Davis  
National Bank of Commerce  
P.O. Box 381748  
Birmingham, Alabama 35238



Filed and Recorded  
Official Public Records  
Judge James W. Fuhrmeister, Probate Judge,  
County Clerk  
Shelby County, AL  
06/22/2018 01:23:54 PM  
\$951.00 CHERRY  
20180622000223310

[Signature]