

20180629000233670
06/29/2018 03:27:42 PM
MORTAMEN 1/4

THIS INSTRUMENT PREPARED BY:
Oakworth Capital Bank - Leslie Moore
850 Shades Creek Parkway, Suite 200
Birmingham, AL 35209

AFTER RECORDING RETURN TO:
Oakworth Capital Bank
Leslie Moore (205) 278-2754
850 Shades Creek Parkway, Suite 200
Birmingham, AL 35209

(Space Above This Line For Recording Data)

NMLS COMPANY IDENTIFIER: 774724

NMLS ORIGINATOR IDENTIFIER: 799591

MODIFICATION AGREEMENT - MORTGAGE

THIS MODIFICATION AGREEMENT ("Agreement") is made this 18th day of May, 2018, between Paul L. Barber a/k/a Paul Lynn Barber and Vicki L. Barber a/k/a Vicki Lynn Jacobs Barber, a married couple, whose address is 430 Heatherwood Forest Circle, Hoover, Alabama 35244-3341 ("Mortgagor"), and Oakworth Capital Bank whose address is 850 Shades Creek Parkway, Ste 200, Birmingham, Alabama 35209 ("Lender").

Oakworth Capital Bank and Mortgagor entered into a Mortgage dated November 7, 2017 and Recorded on 11/29/2017 in Instrument #20171129000427240 MORT 1/7 in the Office of the Judge of Probate, records of County of Jefferson, State of Alabama ("Mortgage"). The Mortgage covers the following described real property:

Address: 430 Heatherwood Forest Circle, Hoover, 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 Principal From \$100,000.00 to \$200,000.00.

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

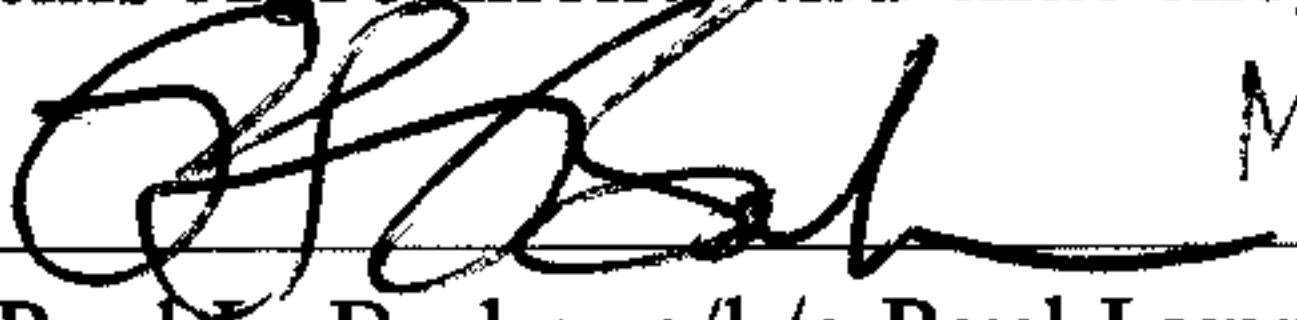


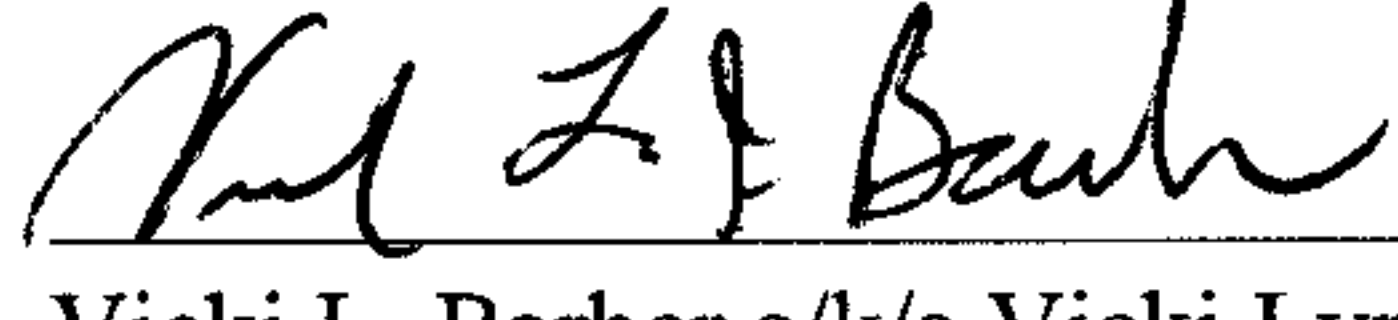
non-signing person consents to the changes and provisions of this Agreement or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

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.


Paul L. Barber a/k/a Paul Lynn Barber
Date MAY 18 2018

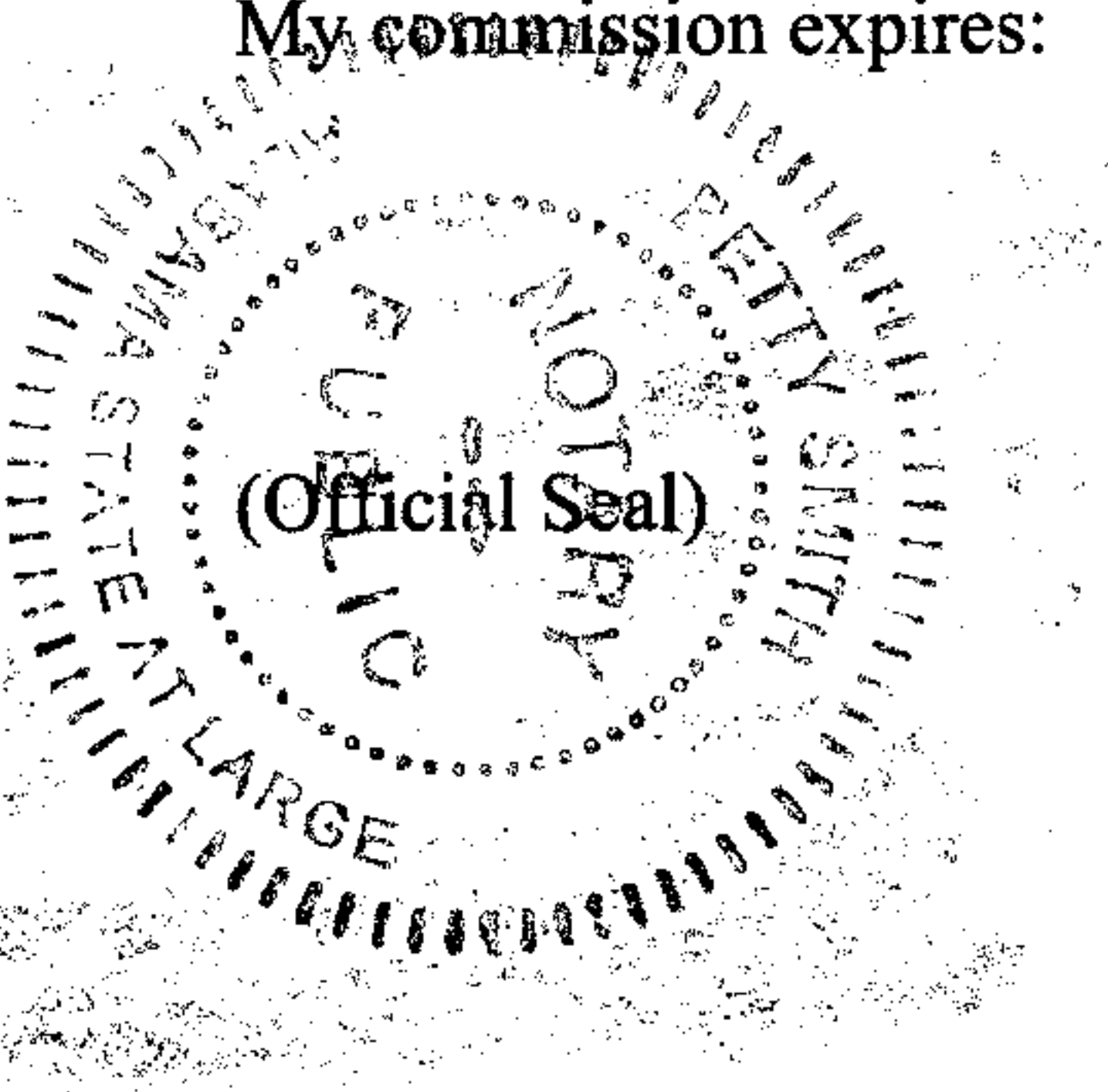

Vicki L. Barber a/k/a Vicki Lynn Jacobs Barber
Date MAY 18 2018

INDIVIDUAL ACKNOWLEDGMENT

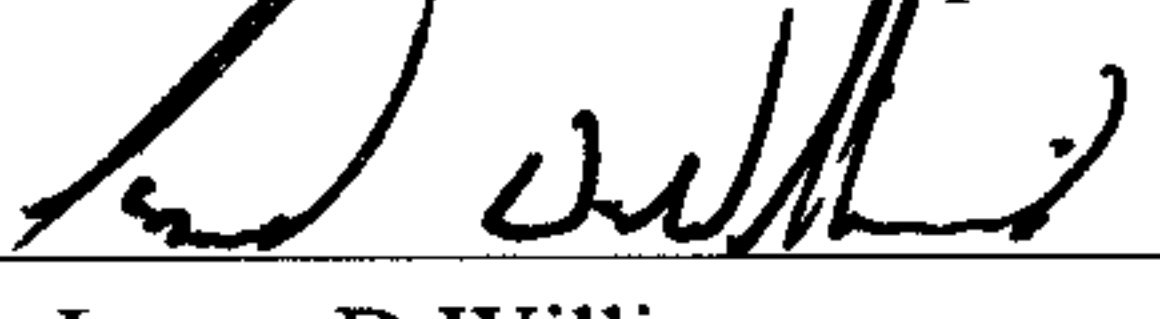
STATE OF ALABAMA)
COUNTY OF Jefferson)

I, Betty Smith, a Notary Public, do hereby certify that Paul L. Barber a/k/a Paul Lynn Barber and Vicki L. Barber a/k/a Vicki Lynn Jacobs Barber, 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 18th day of May, 2018.

My commission expires:



LENDER Oakworth Capital Bank


By: James D Williams
Its: Managing Director
Date MAY 18, 2018



BUSINESS ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF *Jefferson*)

I, *Betty Smith*, *Notary Public* in and for said County and in said State, hereby certify that James D Williams, 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 18th day of May, 2018.

My commission expires:



EXHIBIT A

SITUATED IN THE COUNTY OF SHELBY AND STATE OF ALABAMA:

LOT 7, ACCORDING TO THE SURVEY OF HEATHERWOOD FOREST SECTOR TWO, AS RECORDED IN MAP BOOK 17, PAGE 129, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.



BEING ALL OF THAT CERTAIN PROPERTY CONVEYED TO PAUL L. BARBER AND WIFE, VICKI L. BARBER, AS JOINT TENANTS, WITH RIGHT OF SURVIVORSHIP FROM LIN CHAIO HSU, A SINGLE PERSON BY DEED DATED 01/09/1998 AND RECORDED 05/06/1998 IN INSTRUMENT NO. 1998-16347, IN THE LAND RECORDS OF SHELBY COUNTY, ALABAMA.

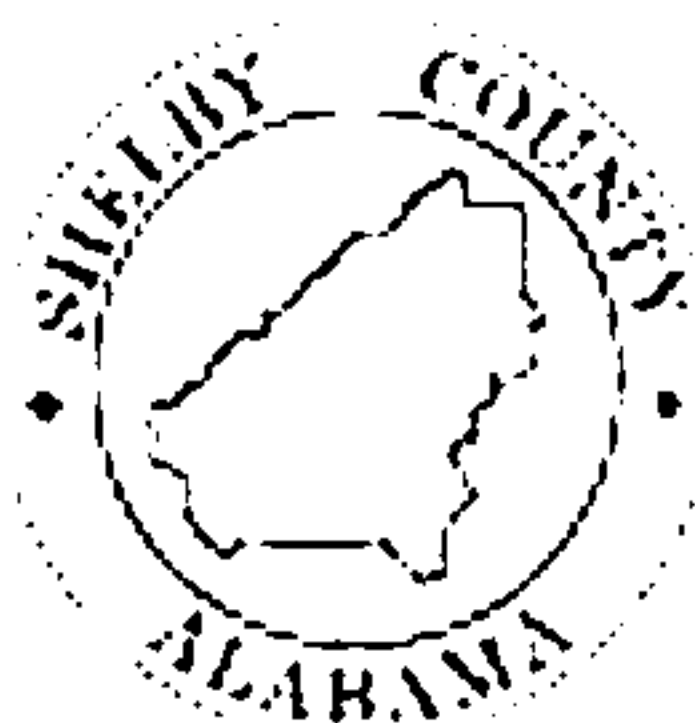
PPN: 10 2 09 0 002 024.007
PAUL L. BARBER AND WIFE, VICKI L. BARBER, AS JOINT TENANTS,
WITH RIGHT OF SURVIVORSHIP

430 HEATHERWOOD FOREST CIRCLE, HOOVER AL 35244
Loan Reference Number : WILLAMS
First American Order No: 53822580
Identifier:



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

 BARBER
53822580 AL
FIRST AMERICAN ELS
MODIFICATION AGREEMENT




Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
06/29/2018 03:27:42 PM
\$174.00 CHERRY
20180629000233670