Prepared by:

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Return to: **Synovus Atlanta Loan Operations** 1750 Founders Parkway Suite 150 Alpharetta, GA 30009

SYNOVUS BANK MODIFICATION AGREEMENT

Alabama, Shelby

THIS AGREEMENT made and entered into this date: 6/19/2018 by and between Andrew L Sink & Laura D Sink (hereinafter designated "Grantor"), and Synovus Bank successor-in-interest by merger with First Commercial Bank (hereinafter designated "Grantee"),

WITNESSETH THAT:

By Alabama Mortgage dated **7/1/2008** and recorded in Mortgage Book **20080717000288830**, Page(s) **1/9**, Shelby County, Alabama (briefly identified as UNIT NO. 16-A, AS SHOWN ON PUMPKIN HOLLOW RESURVEY OF LOTS 15, 16 AND 17, SAID RESURVEY BEING RECORDED IN MAP BOOK 37, PAGE 54, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA) to secure loans and advances made to Grantor on a \$135,000.00 line of credit (the "Credit Line"); **Modification dated 7/10/2008** in the amount of \$400,000.00 recorded in Mortgage Book **20080919000373220**, Page **1/2** 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 **decreased** by the sum of \$72,000.00 so that the Credit Line secured by said Mortgage now amounts to \$328,000.00 and said Home Equity Line Agreement and said Mortgage are hereby amended accordingly.

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 **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:

ANDREW & SINK

Grantor:

LAURA D SINK

By: Synovus Bank

LAUKA U SIN

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Name:

DAVID DUNLAD

Title: COMMUNITY BANKING EXECUTIVE

Signed, sealed and delivered in the presence of:

RAQUIA MOTLEY

Notary Public, Alabama State At Large

My Commission Expires December 31, 2020.

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Shelby Cnty Judge of Probate. AL 07/17/2018 10:24:08 AM FILED/CERT

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