


THIS INSTRUMENT PREPARED BY:
Oakworth Capital Bank Gina Williams
850 Shades Creek Parkway
Ste 200
Birmingham, AL 35209

AFTER RECORDING RETURN TO:
Oakworth Capital Bank
Gina Williams (205) 263 4718
850 Shades Creek Parkway
Ste 200
Birmingham, AL 35209


20190717000254460 1/3 \$139.50
Shelby Cnty Judge of Probate, AL
07/17/2019 09:56:54 AM FILED/CERT

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NMLS COMPANY IDENTIFIER: 774724

NMLS ORIGINATOR IDENTIFIER: 718252

MODIFICATION AGREEMENT - MORTGAGE

THIS MODIFICATION AGREEMENT ("Agreement") is made this 5th day of July, 2019, between Seancee C Touhey and Matthew D Touhey, a married couple, whose address is 672 Kent Dairy Road, Alabaster, Alabama 35007 ("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 September 19, 2018 and recorded on September 25, 2018 in Instrument #20180925000342080 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: 672 Kent Dairy Road, Alabaster, Alabama 35007

Legal Description: Lot 3, according to the Map and Survey of Touhey Estates as recorded in Map Book 47, page 38, in the Probate Office of Shelby County, Alabama.

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 amount from \$210,000.00 to \$289,000.00

All other terms and conditions remain in effect and unchanged..

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.

Seancee C Touhey JUL 05 2019 Date Matthew D Touhey JUL 05 2019 Date

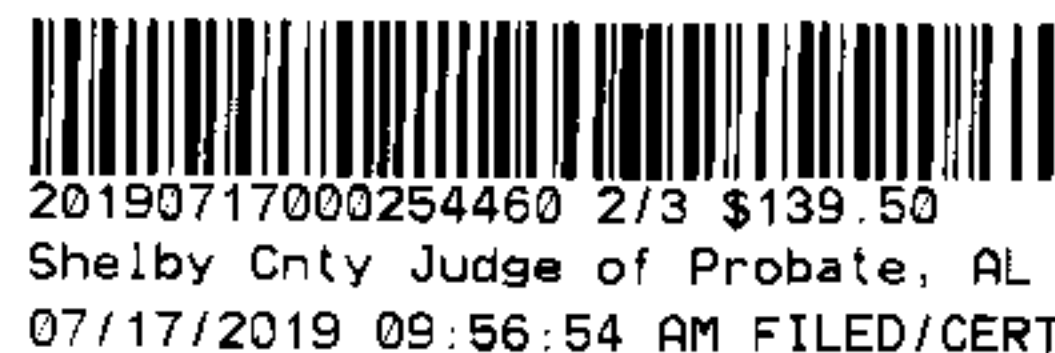
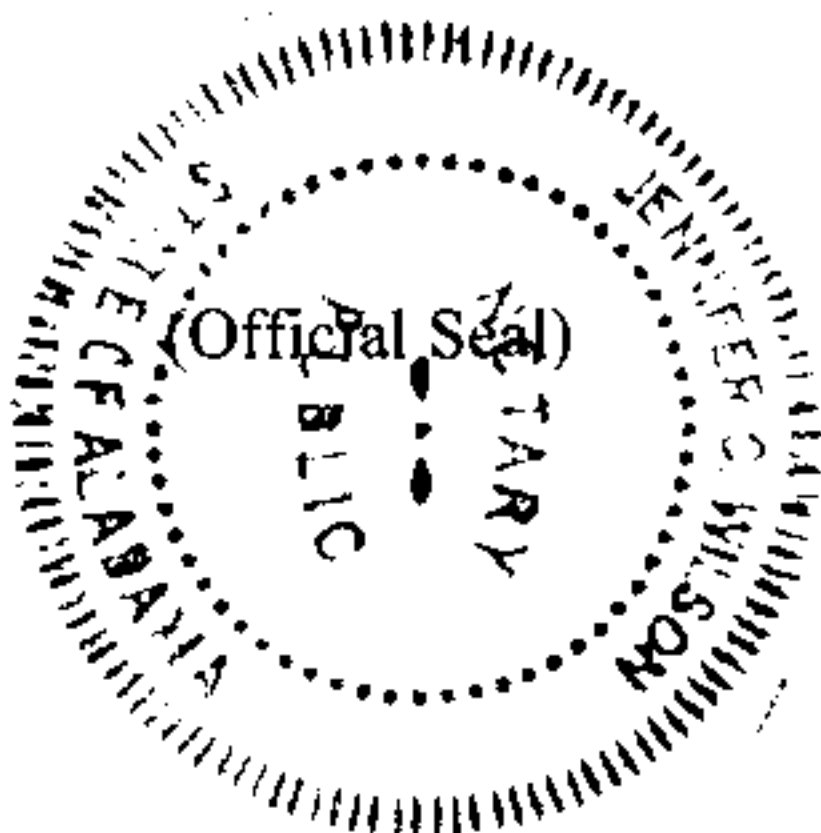
INDIVIDUAL ACKNOWLEDGMENT

STATE OF ALABAMA)
COUNTY OF)

I, Jennifer Wilson, a Notary Public, do hereby certify that Seancee C Touhey and Matthew D Touhey, 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 5th day of July, 2019.

My commission expires:

Jennifer Wilson
Identification Number



LENDER: Oakworth Capital Bank

Jennifer Wilson 7/5/19
By: Jennifer Wilson Date
Its: Associate Managing Director

BUSINESS ACKNOWLEDGMENT

STATE OF ALABAMA)
COUNTY OF *Jefferson*)

I, *Gina G. Williams*, a *Notary Public* 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 5th day of July, 2019.

My commission expires:

**My Commission Expires:
January 24, 2020**

Gina G. Williams

(Official Seal)


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