

20200819000359620
08/19/2020 08:03:10 AM
MORTAMEN 1/4

Prepared by and Return to: Wray Bertram

SYNOVUS BANK

ATLANTA LOAN OPERATIONS

1750 FOUNDERS PKWY STE 150

ALPHARETTA, GA 30009

Mortgage Tax:\$448.80

Source of Title

Deed Book 2002, Page 00890

MODIFICATION AGREEMENT

STATE OF ALABAMA

SHELBY COUNTY

THIS MODIFICATION AGREEMENT ("Modification") is made and entered into this 17th day of July, 2020, (the "Effective Date") by and among **Randall E Smith and Julia N Smith** (hereinafter referred to individually or collectively as "Mortgagor"), and **SYNOVUS BANK**, a Georgia banking corporation (hereinafter referred to as "Mortgagee").

RECITALS:

Mortgagee previously made available to Mortgagor a Home Equity Line of Credit (the "Original Credit Line") in the principal amount of **Twenty-Six Thousand Dollars (\$26,000.00)**. The Original Credit Line was made available pursuant to that certain TLC Home Equity Options Agreement or Home Equity Line of Credit Agreement dated December 8, 2010 (hereinafter referred to as the "Original HELOC Agreement").

Pursuant to the Original HELOC Agreement, the Mortgagor agreed that if not sooner paid in full, the Mortgagor would pay the entire outstanding principal balance of the Original Credit Line and all accrued but unpaid interest therein in a single payment on **November 20, 2020** (the "Prior Maturity Date").

The payment of the Original Credit Line and all other obligations of Mortgagor to Mortgagee under the Original HELOC Agreement is secured by the real property, and all improvements situated thereon, described on Exhibit A to this Modification (the "Property") pursuant to that certain **Mortgage** dated **December 8, 2010** from Mortgagor to Mortgagee recorded at Volume _____, Page _____, and/or as Instrument No. **20101220000426260** in the records of the Judge of Probate of Shelby County, Alabama (together with any amendments, modifications, extensions, and renewals, the "Security Instrument").

WHEREAS, the Mortgagee and the Mortgagor have now agreed with each other to make changes to certain terms of the Original Credit Line and Original HELOC Agreement, and contemporaneously herewith have entered into certain agreements or instruments as of the Effective Date to amend and modify and/or restate, as applicable, certain terms of the Original Credit Line and the Original HELOC Agreement (as so amended and/or modified and restated, the Original Credit Line is referred to as the "Credit Line" and the Original HELOC Agreement is referred to as the "HELOC Agreement"), with such changes indicated below:

Increase the Original Credit Line by the sum of **\$273,200.00** so that the Credit Line secured by the Security Instrument is now **\$299,200.00**.

Extend the Maturity Date from the Prior Maturity Date so that the Maturity Date is now July 17, 2050.

Taxes may apply based on the applicable amended and modified Credit Line and the amendments to the Security Instrument implemented by this Modification:

Mortgage Privilege Tax is required to be paid in the amount of **\$448.80** based upon the amount of increase and the extension of the Maturity Date.

An inducement to Mortgagee to amend and modify and/or restate the Original Credit Line and Original HELOC Agreement, and in consideration thereof, Mortgagor has agreed to enter into this Modification. The Mortgagor and the Mortgagee intend that, as an amendment, modification and/or restatement of the Original Credit Line and the Original HELOC Agreement, respectively, the Credit Line and the HELOC Agreement are and shall remain fully secured by the Property and the security afforded by the Security Instrument.

AGREEMENT:

NOW, THEREFORE, for and in consideration of the foregoing benefits and Recitals, and the agreements of Mortgagor and Mortgagee to the terms referenced in the Recitals, and other good and valuable consideration flowing among the parties hereto, the receipt and sufficiency of which is hereby acknowledged, Mortgagor and Mortgagee do hereby agree that:

1. **Modification of Security Instrument.** As of the date hereof, the Security Instrument is hereby amended and modified in the following respect:

The "**Credit Line**" or "**Credit Limit**", or any other term in the Security Instrument describing the maximum amount of the ~~open end line~~ of credit made available under the HELOC Agreement to Mortgagor by Mortgagee, and secured by the Property and security afforded by the Security Instrument, is hereby amended and restated to increase the same to **Two Hundred Ninety-Nine Thousand Two Hundred Dollars (\$299,200.00)**. This amount represents an increase of **\$273,200.00**.

The "**Maturity Date**", representing the date upon which the entire outstanding principal balance plus accrued and unpaid interest and other fees or charges shall be payable in full to the Mortgagee by Mortgagor, shall be **July 17, 2050**, which date shall amend and restate, and supersede, replace and control over, any other Maturity Date, if any, as may have previously been set forth in the Security Instrument.

Any reference in the Security Instrument to the Home Equity Line of Credit Agreement or to the TLC Home Equity Options Agreement or to any other agreement however denominated which provides for the Credit Line or Credit Limit or line of credit to be made available by Mortgagee to Mortgagor shall be deemed to mean and refer to the "**HELOC Agreement**" as defined in this Modification.

The parties hereto confirm, acknowledge and agree that the Security Instrument secures the payment of the Credit Line, as amended, modified, extended and/or restated, and as same may be further amended, modified, extended, and/or restated from time to time. The parties hereto hereby agree that as of the date hereof, the Security Instrument is hereby amended and modified so that all references in the Security Instrument to the Credit Line shall from and after the date hereof refer to said Line of Credit as amended, modified and restated from time to time.

2. **Ratification.** Except as expressly set forth herein, all terms, covenants and provisions of the Security Instrument shall be unchanged and shall remain in full force and effect, and Mortgagor does hereby expressly ratify, reaffirm and confirm the Security Instrument, as amended and modified hereby, and ratifies, reaffirms and confirms the continuing lien and priority of the Security Instrument, as amended and modified hereby, to secure payment of the Credit Line or Credit Limit. It is the intent of the parties hereto that this Modification shall not constitute a novation and satisfaction of any of the indebtedness evidenced by the Original HELOC Agreement or the HELOC Agreement, or secured by the Security Instrument, and shall not adversely affect or impair the priority of the Security Instrument or other instruments, all of which shall remain in full force and effect, with their current lien position on, and security interest in, the Property, superior to any other lien or claim except as otherwise permitted by the Security Instrument. If any box in this Modification is not checked or marked, then the terms described in the text adjacent to such box are not applicable.
3. **Successors and Assigns/Miscellaneous.** This Modification shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, heirs, successors, and assigns. If more than one party shall execute this Modification as "**Mortgagor**", the term "**Mortgagor**" shall mean all parties signing, and each of them, and each agreement and obligation of the Mortgagor shall be and mean the several as well as joint undertaking of each of them.
4. **FINAL AGREEMENT.** THIS WRITTEN AGREEMENT AND THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Modification to be appropriately executed and delivered under seal, as of the day and year first above written.

MORTGAGOR(S):

_____(L.S) _____(L.S)
Name: _____ Name: _____

Acknowledgment

State of Alabama
County of Shelby

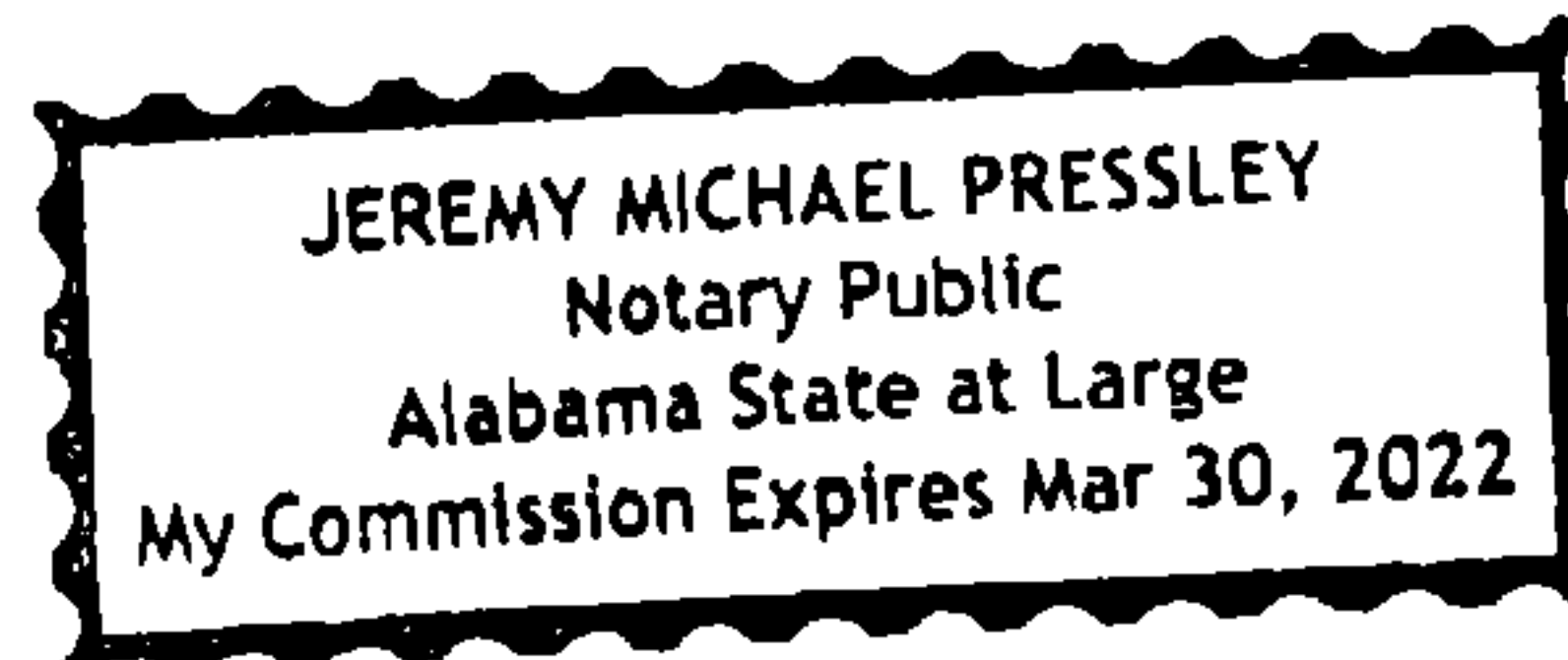
I, a notary public, hereby certify that Randall E. Smith whose name(s) is/are signed to the foregoing conveyance, and who is/are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand this 17 day of JULY, 20 20

My Commission Expires: 3/30/2022

(Notarial Seal)

Jeremy Michael Pressley
Notary Public



Acknowledgment

State of Alabama
County of Shelby

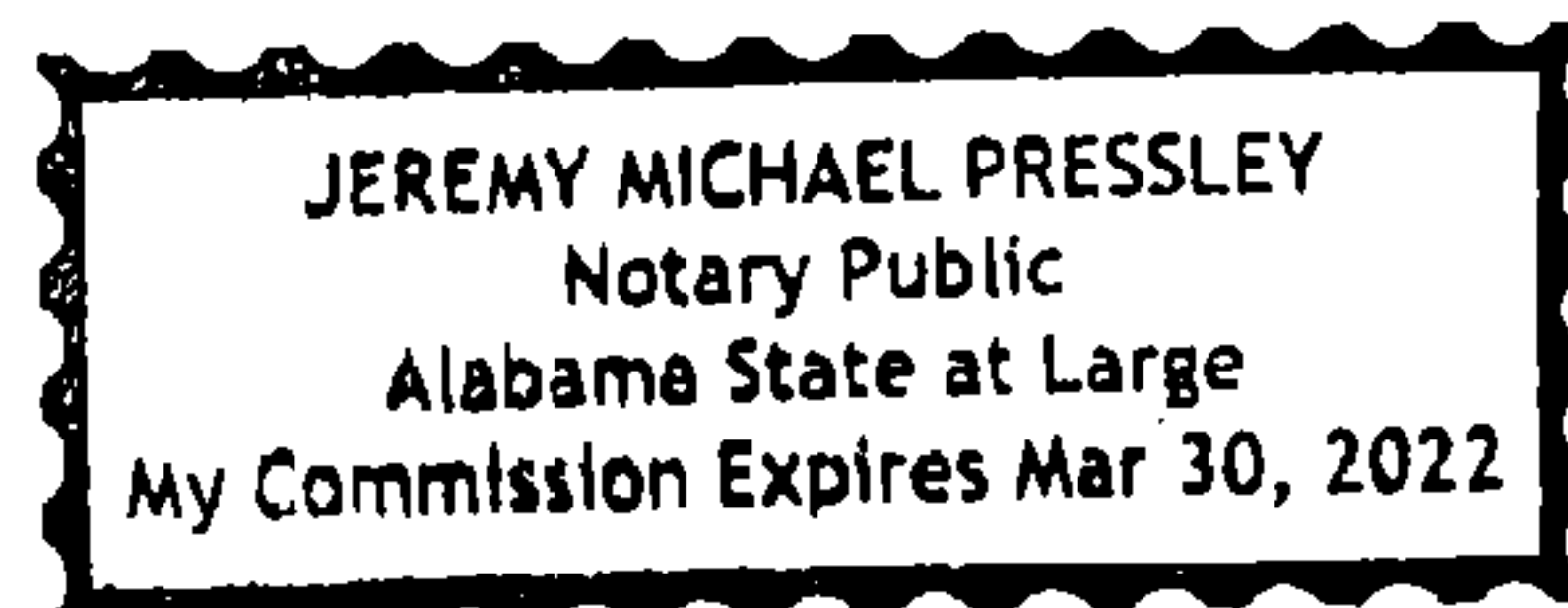
I, a notary public, hereby certify that Julia N. Smith whose name(s) is/are signed to the foregoing conveyance, and who is/are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand this 17 day of JULY, 20 20

My Commission Expires: 3/30/2022

(Notarial Seal)

Jeremy Michael Pressley
Notary Public
Notary Public



MORTGAGEE:

SYNOVUS BANK

By: Kalee Maddox

Name: Kalee Maddox

Title: Relationship Banker

Corporate Acknowledgment

State of Alabama
County of Shelby

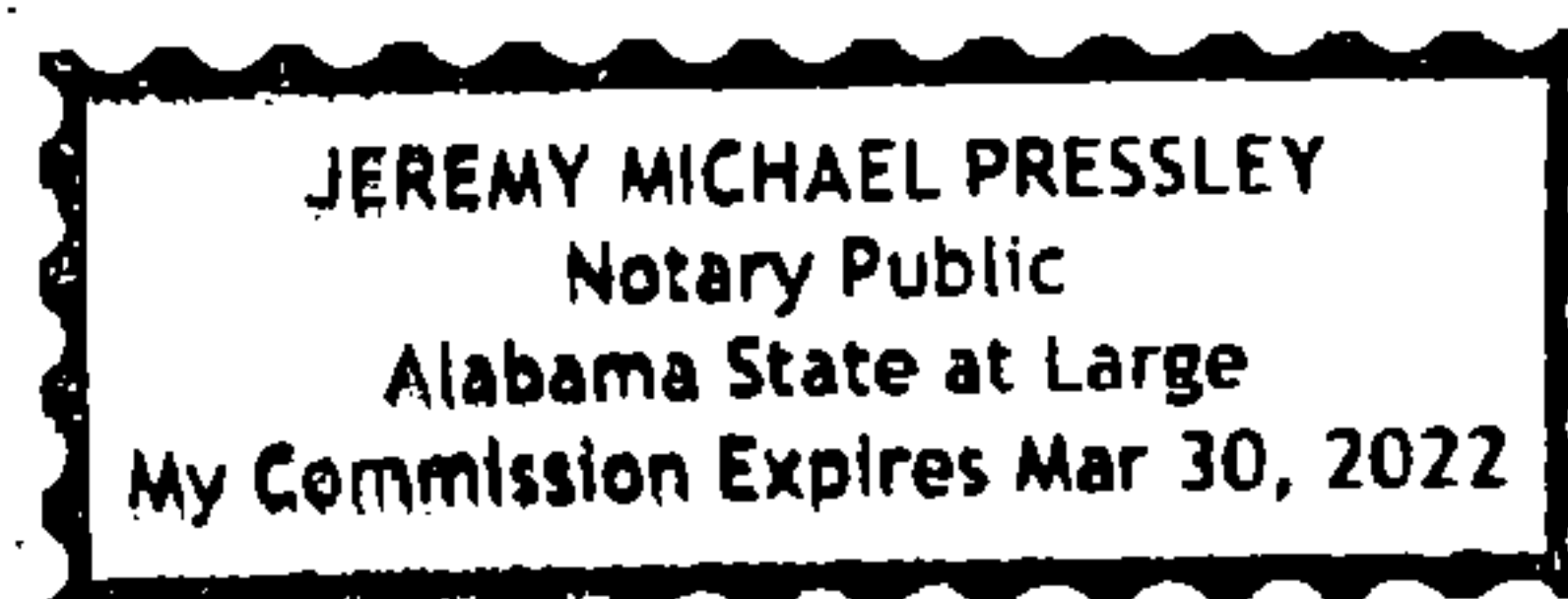
I, a notary public, hereby certify that Kalee Maddox whose name(s) as Relationship Banker of SYNOVUS BANK, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she as such officer or representative and with full authority, executed the same voluntarily for and as the act of said entity.

Given under my hand this 17 day of JULY, 20 20

My Commission Expires: 3/30/2022

(Notarial Seal)

Jeremy Michael Pressley
Notary Public

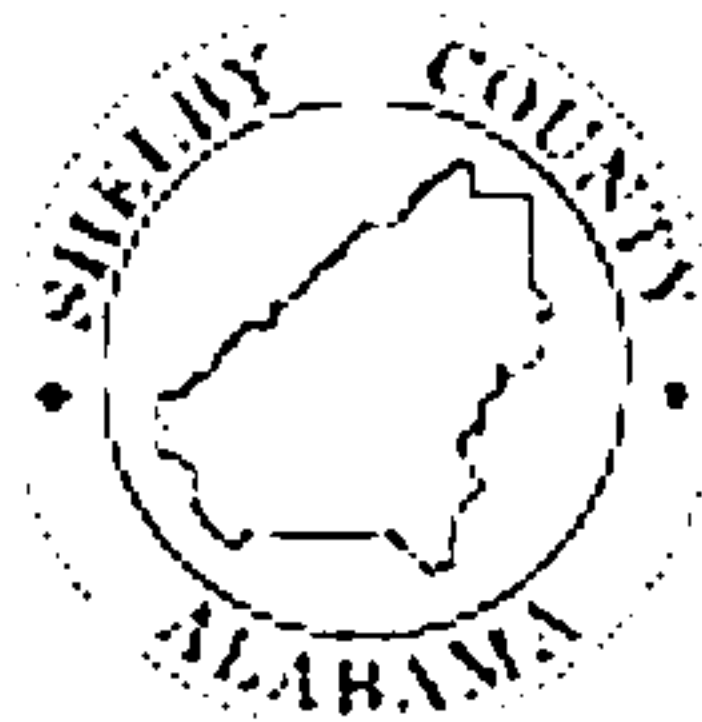


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EXHIBIT A

Real Property

THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN SHELBY
COUNTY, ALABAMA TO-WIT:
LOT 5-A, ACCORDING TO THE SHIELDS RESURVEY OF LOTS 5 AND
6, DEER CREEK ESTATES, AS RECORDED IN MAP BOOK 26, PAGE
68, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.
THIS BEING THE SAME PROPERTY CONVEYED TO RANDALL E.
SMITH AND JULIA N. SMITH, AS JOINT TENANTS WITH RIGHT OF
SURVIVORSHIP, DATED 12/20/2001 AND RECORDED ON 01/04/2002
IN INSTRUMENT NO. 2002-00890, IN THE SHELBY COUNTY
RECORDERS OFFICE.
PARCEL ID NO. 14 4 18 1 000 003.003



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
08/19/2020 08:03:10 AM
\$479.80 CHERRY
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Allen S. Bayl