**RECORDATION REQUESTED BY:**

Compass Bank
BHAM INVERNESS
104 INVERNESS PLAZA
BIRMINGHAM, AL 35242

20060306000103000 1/2 $44.00
Shelby Cnty Judge of Probate,AL
03/06/2006 09:04:36AM FILED/CERT

**WHEN RECORDED MAIL TO:**

Record and Return To:
Fiserv Lending Solutions
600-A N John Rodes Blvd.
PATERNOSTRO, BENNY G Melbourne, FL 32934

**SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY**

# MODIFICATION OF MORTGAGE

*07700004355760000817389TSYS0740*

764847

**THIS MODIFICATION OF MORTGAGE dated February 14, 2006, is made and executed between BENNY G PATERNOSTRO, A SINGLE PERSON , WHOSE ADDRESS IS 2028 SHANDWICK TER BIRMINGHAM AL 35242 (referred to below as "Grantor") and Compass Bank, whose address is 104 INVERNESS PLAZA, BIRMINGHAM, AL 35242 (referred to below as "Lender").**

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated January 31, 2005 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

**RECORDED 2/25/2005, INSTRUMENT/FILM NUMBER 20050225000091850, JUDGE OF PROBATE.**

**REAL PROPERTY DESCRIPTION.** The Mortgage covers the following described real property located in Shelby County, State of Alabama:

LOT 14, ACCORDING TO THE MAP OF GREYSTONE, 1ST SECTOR, PHASE V, AS RECORDED IN MAP BOOK 16, PAGE 62, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

The Real Property or its address is commonly known as 2028 SHANDWICK TER, BIRMINGHAM, AL 35242.

**MODIFICATION.** Lender and Grantor hereby modify the Mortgage as follows:

**The $150,000.00 principal amount of the line of credit secured by the original Mortgage, Deed of Trust or Security Deed is changed to $170,000.00 and this change in the principal amount is evidenced by a Credit Agreement executed by some or all of the Grantors and dated the same date as this Modification. The Credit Agreement executed with this Modification and this Modification do not change the maturity date of the original Mortgage, Deed of Trust, or Security Deed.**

**CONTINUING VALIDITY.** Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification.

**ERRORS AND OMISSIONS.** The parties agree agrees that if deemed necessary by Lender or any agent closing the loan, change in terms, or renewal in conjunction with this Modification ("the Loan"), Lender or the agent may correct and adjust this document and any other documents executed in connection with the Loan ("Related Documents") on behalf of any other party, as if such other party were making the correction or adjustment, in order to correct clerical errors. A clerical error is information in a document that is missing or that does not reflect accurately another party's agreement with Lender at the time the document was executed. If any such clerical errors are material changes, the other party agrees to fully cooperate in correcting such errors within 30 days of the date of mailing by Lender of a request to do that. Any change in the documents after they are signed to reflect a change in the agreement of the parties is an "alteration" or "amendment," which must be in writing and signed by the party that will be bound by the change.

**JURISDICTION.** Except as otherwise provided, any legal action or proceeding arising out of or relating to the loan or other extension of credit secured by this instrument, or to enforce and defend any rights, remedies, or provisions contained in this instrument, (a "Proceeding") shall be instituted in the federal court for or the state court sitting in the county where Lender's office that made this loan is located. With respect to any Proceeding, brought by or against Lender, each of the other parties hereto, to the fullest extent permitted by law: (i) waives any objections that each such party may now or hereafter have based on venue and/or forum non conveniens of any Proceeding in such court; and (ii) irrevocably submits to the jurisdiction of any such court in any Proceeding. Notwithstanding anything to the contrary herein, Lender may commence legal proceedings or otherwise proceed against any other party in any other jurisdiction if determined by Lender to be necessary in order to fully enforce or exercise any right or remedy of Lender relating to this loan including without limitation realization upon collateral that secures this loan.

**OWNER'S AFFIDAVIT ADDENDUM.** An exhibit, titled "OWNER'S AFFIDAVIT ADDENDUM," is attached to this Modification and by this reference is made a part of this Modification just as if all the provisions, terms and conditions of the Exhibit had been fully set forth in this Modification.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED FEBRUARY 14, 2006.**

**THIS MODIFICATION IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MODIFICATION IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.**

**GRANTOR:**

X _____ (Seal)
BENNY G PATERNOSTRO

**LENDER:**

**COMPASS BANK**

X _____ (Seal)
Authorized Signer

20060306000103000 2/2 $44.00
Shelby Cnty Judge of Probate,AL
03/06/2006 09:04:36AM FILED/CERT

This Modification of Mortgage prepared by:

Name: GEORGIA HALE, Document Preparer
Address: P.O. Box 10343
City, State, ZIP: Birmingham, AL 35203

## INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama )
) SS
COUNTY OF Shelby )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **BENNY G PATERNOSTRO,** 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 said Modification, he or she executed the same voluntarily on the day the same bears date.

**Given under my hand and official seal this** 14th **day of** February, 2006.

ANNE K. LOPE
NOTARY PUBLIC
STATE OF ALABAMA
COMM. EXP. [illegible]

**Notary Public**

**My commission expires** _____

## LENDER ACKNOWLEDGMENT

STATE OF Alabama )
) SS
COUNTY OF Shelby )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Compass Bank a corporation, is signed to the foregoing Modification and who is known to me, acknowledged before me on this day that, being informed of the contents of said Modification of Mortgage, he or she, 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** 14th **day of** February, 2006.

ANNE K. LOPE
NOTARY PUBLIC
STATE OF ALABAMA
COMM. EXP. [illegible]

**Notary Public**

**My commission expires** _____

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