

**RECORDATION REQUESTED BY:**

COLONIAL BANK, N.A.  
Meadow Brook  
4705 Meadowbrook Rd  
Birmingham, AL 35242

20080505000182010 1/4 \$155.00  
Shelby Cnty Judge of Probate, AL  
05/05/2008 09:07:48AM FILED/CERT



STEWART, CHARLES

Record and Return To:  
Fiserv Lending Solutions  
P.O. BOX 2590  
Chicago, IL 60690

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

## MODIFICATION OF MORTGAGE

**THIS MODIFICATION OF MORTGAGE** dated March 5, 2008, is made and executed between **CHARLES W. STEWART and RITA SUE STEWART, Husband and Wife**, whose address is **4321 ASHINGTON DRIVE, BIRMINGHAM, AL 35242** (referred to below as "Grantor") and **COLONIAL BANK, N.A.**, whose address is **4705 Meadowbrook Rd, Birmingham, AL 35242** (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated March 5, 2008 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

Mortgage dated 10/13/1998 and recorded on 10/26/1998 Instrument # 19981026000417221 of the Public Records of Shelby County, Alabama and Mortgage Modification Agreement(s).

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

See EXHIBIT "A", which is attached to this Mortgage and made a part of this Mortgage as if fully set forth herein. THIS IS THE HOMESTEAD PROPERTY OF THE MORTGAGOR.

The Real Property or its address is commonly known as 4321 ASHINGTON DRIVE, BIRMINGHAM, AL 35242.

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

**This Mortgage referenced above had been changed as follows:**

- 1.) The just indebtedness in the original amount of \$79,000.00 as a Revolving Line of Credit and having a current outstanding principal balance of \$61521.57 shall be increased to the principal amount of \$90,000.00 as an Open End Note.
- 2.) Interest rate and repayment schedule is further defined in the Promissory Note of even date herewith.
- 3.) The Maturity Date of Mortgage shall be also extended to 03/05/2023.

This Modification of Mortgage renews, increases, consolidates and modifies that certain Credit Agreement and Disclosure #8026120041 dated 10/13/1998 in the original principal amount of \$79,000.00 and having an outstanding principal balance of \$61521.57. Mortgage tax in the amount of \$118.50 has been previously collected on the original principal amount of \$79,000.00. Mortgage tax in the amount of \$135.00 on the future advance have been collected and affixed to this Mortgage. .

**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 endorser 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. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification 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.

**FUTURE ADVANCE.** WHEREAS, the Lender and the Maker have agreed to reinstate (if applicable) renew, extend, and amend the Note and the Mortgage, all upon the terms and conditions contained therein.

NOW THEREFORE, the parties do hereby modify and amend, for good, valuable and sufficient consideration, receipt of which is hereby acknowledged by the undersigned parties, the terms and provisions of the aforementioned Mortgage or Note, as applicable, to the end that it is understood and agreed as follows:

Borrower has requested and the Bank has agreed to lend an additional amount of \$ 11,000.00 (herein "Additional Indebtedness" from Lender as a future advance under the mortgage. The new total principal amount is \$ 90,000.00 with a current principal balance of \$ 61,521.57 as of the date of this agreement under this Future Advance Mortgage Modification Agreement will be subject to and governed by the terms of the original Note and Mortgage except as modified herein.

Credit Agreement (the "Note") is dated 10/13/1998, in the original amount of \$79,000.00

In order to secure the payment of the aforementioned Note, the Mortgagor (among other things) made and executed the above described Mortgage.

The Mortgagor ratifies and confirms the lien and security of the Mortgage upon and in any and all property, real, personal or mixed, tangible or intangible, now or hereafter encumbered by the Mortgage and grants to the Mortgagee the benefit of the lien upon and security interest in all such property as security for the indebtedness evidenced by Note, as renewed in its entirety as evidenced by this Note and Modification of Mortgage Agreement.

All capitalized terms used herein and not otherwise defined shall have their same respective meanings as defined in the Note or Mortgage.

Mortgagor is the fee title owner of the Mortgaged Property and none of the Mortgaged Property has been transferred nor has any of same been hypothecated or have liens otherwise been placed thereupon.

Nothing herein contained or done pursuant hereto shall (i) release, adversely affect, impair or be construed to release, adversely affect or impair the lien, charge, security interest or encumbrance effectuated by the Mortgage or other documents executed in conjunction with the loan evidenced by Note (herein collectively the "Loan Documents") or the priority thereof over other liens, charges, encumbrances or conveyances; (ii) release, adversely affect or impair the liability of any party or parties who may now or hereafter be liable under or on account of the Note(s), Mortgage or other Loan Documents; (iii) release adversely affect or impair any grant or lien or security interest, representation in regard to and/or warranty of title heretofore made by the Mortgagor, all of which shall remain in full force and effect and shall inure to the benefit of the Mortgagee and are hereby reaffirmed and regranted and confirmed to the Mortgagee as modified hereby or simultaneously herewith.

That all of the other stipulations, terms, provisions and covenants and agreements as contained in the aforesaid Mortgage, Note and/or other Loan Documents shall remain in full force and effect except as herein provided to the contrary or modified in conjunction herewith.

This agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto.

Except as modified hereby, the Maker hereby reaffirms and confirms all of the terms, covenants and conditions of the Note and Mortgage.

All recitals hereinabove set forth are by reference incorporated in and specifically made a part of this agreement as fully as is set forth herein verbatim



MODIFICATION OF MORTGAGE  
(Continued)

Loan No: 8026120041

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GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED MARCH 5, 2008.

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 [Signature] (Seal)  
CHARLES W. STEWART

X [Signature] (Seal)  
RITA SUE STEWART

LENDER:

COLONIAL BANK, N.A.

X [Signature] (Seal)  
Authorized Signer

This Modification of Mortgage prepared by:

Name: CORRIE KLOSE, 0110 8026120041  
Address: 400 North Tampa Street, Ste 1200  
City, State, ZIP: Tampa, FL 33602

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 CHARLES W. STEWART, 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 5<sup>th</sup> day of March, 20 08.

[Signature]  
Notary Public

My commission expires 12-07-11

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 RITA SUE STEWART, 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 5<sup>th</sup> day of March, 20 08.

[Signature]  
Notary Public

My commission expires 12-07-11



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## LENDER ACKNOWLEDGMENT

STATE OF Florida

)

) SS

COUNTY OF Hillsborough

)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Pet Pedilla  
whose name as Vice President of COLONIAL BANK, N.A. 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 the Modification of Mortgage, he or she, in his or her capacity  
as such Vice President of COLONIAL BANK, N.A., executed the same voluntarily on the day same bears date.

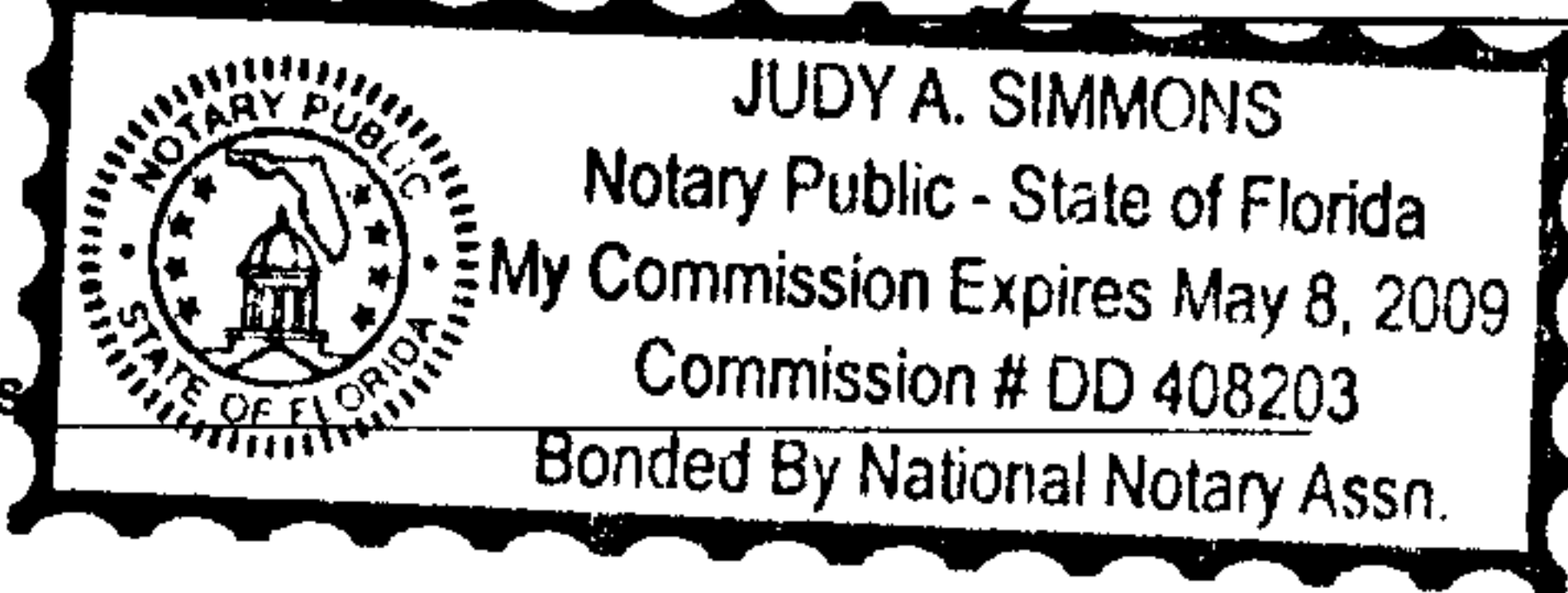
Given under my hand and official seal this

1st

day of

April, 2008.

My commission expires

Judy A. Simmons  
Notary Public

I059F947

## **SCHEDULE A**

THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN SHELBY COUNTY,  
ALABAMA, TO WIT:

LOT 259, ACCORDING TO THE SURVEY OF BROOK HIGHLAND 6 3, PHASE  
3, SECTION PHASE, AS RECORDED IN MAP BOOK 15 PAGE 105, IN THE  
PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

KNOWN: 4321 ASHINGTON DR

PARCEL: 03-9-29-0-002-123-000



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