

20090121000017700 1/3 \$99.50
Shelby Cnty Judge of Probate, AL
01/21/2009 08:56:37AM FILED/CERT

This instrument was prepared by

Red Mountain Bank, N.A. (name)

5 Inverness Center Parkway
Birmingham, AL. 35242-4803 (address)

____ State of Alabama _____ Space Above This Line For Recording Data _____

MODIFICATION OF MORTGAGE

DATE AND PARTIES. The date of this Real Estate Modification (Modification) is 01/07/2009.
The parties and their addresses are:

MORTGAGOR: Stephen P Castleman and Amy Logan Castleman
a married couple
1044 Oak Meadows Road
Birmingham, AL 35242

LENDER: Red Mountain Bank, N.A.
5 Inverness Center Parkway
Birmingham, AL 35242

BACKGROUND. Mortgagor and Lender entered into a Security Instrument dated 04/14/2005 and recorded on 04/21/2005. The Security Instrument was recorded in the records of Shelby County, Alabama at Probate office inst no. 20050421000190140. The property is located in Shelby County at 1044 Oak Meadows Road Birmingham, AL 35242.

Described as:

Lot 19, according to the Survey of Oak Meadows, 1st Sector, as recorded in Map Book 20, Page 71 in the Probate Office of Shelby County, Alabama

MODIFICATION. For value received, Mortgagor and Lender agree to modify the original Security Instrument. Mortgagor and Lender agree that this Modification continues the effectiveness of the original Security Instrument. The Security Instrument was given to secure the original debts and obligations (whether identified as Secured Debts, Sums Secured, or otherwise) that now have been modified. Together with this Modification, the Security Instrument now secures the following debts and all extensions, renewals, refinancings, modifications and replacements. *(Include items such as borrower's name, note or contract amounts, interest rates (whether variable), maturity dates, etc.)*

One note of even date in the principal amount of \$125,000.00 with final payment due on 4/20/2015.

☒ **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by the Security Instrument at any one time will not exceed \$ 125,000.00 ☒ which is a \$ 55,000.00 ☒ increase ☐ decrease in the total principal amount secured. This limitation of amount does not include interest and other fees and charges validly made pursuant to the Security Instrument. Also, this limitation does not apply to advances made under the terms of the Security Instrument to protect Lender's security and to perform any of the covenants contained in the Security Instrument.

WARRANTY OF TITLE. Mortgagor warrants that Mortgagor is or will be lawfully seized of the estate conveyed by the Security Instrument and has the right to grant, bargain, convey, sell, and mortgage the property. Mortgagor also warrants that such same property is unencumbered, except for encumbrances of record.


CONTINUATION OF TERMS. Except as specifically amended in this Modification, all terms of the Security Instrument remain in effect.

SIGNATURES: By signing below, Mortgagor agrees to the terms and covenants contained in this Modification. Mortgagor also acknowledges receipt of a copy of the Modification.

MORTGAGOR:

 01/07/2009 (Seal)
(Signature) Stephen P. Castleman (Date)

(Signature) (Date) (Seal)

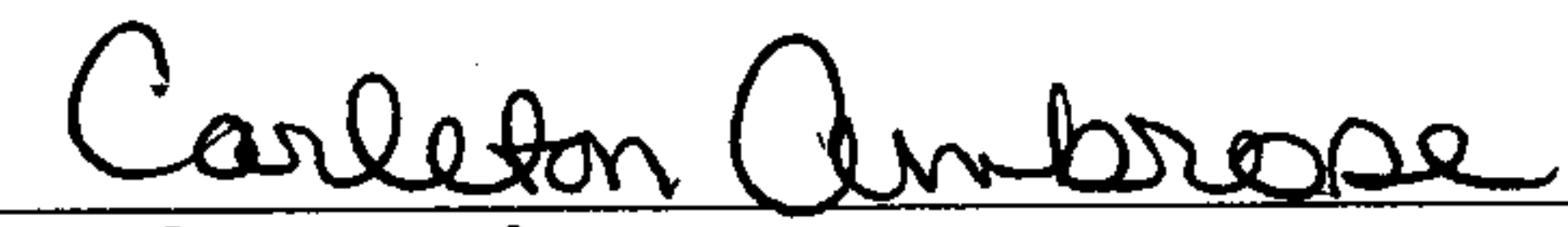
 01/07/2009 (Seal)
(Signature) Amy Logan Castleman (Date)

(Signature) (Date) (Seal)

(Signature) (Date) (Seal)

(Signature) (Date) (Seal)

LENDER:

By  (Seal)
Carleton Ambrose
Vice President

(Witness as to all signatures)

(Witness as to all signatures)



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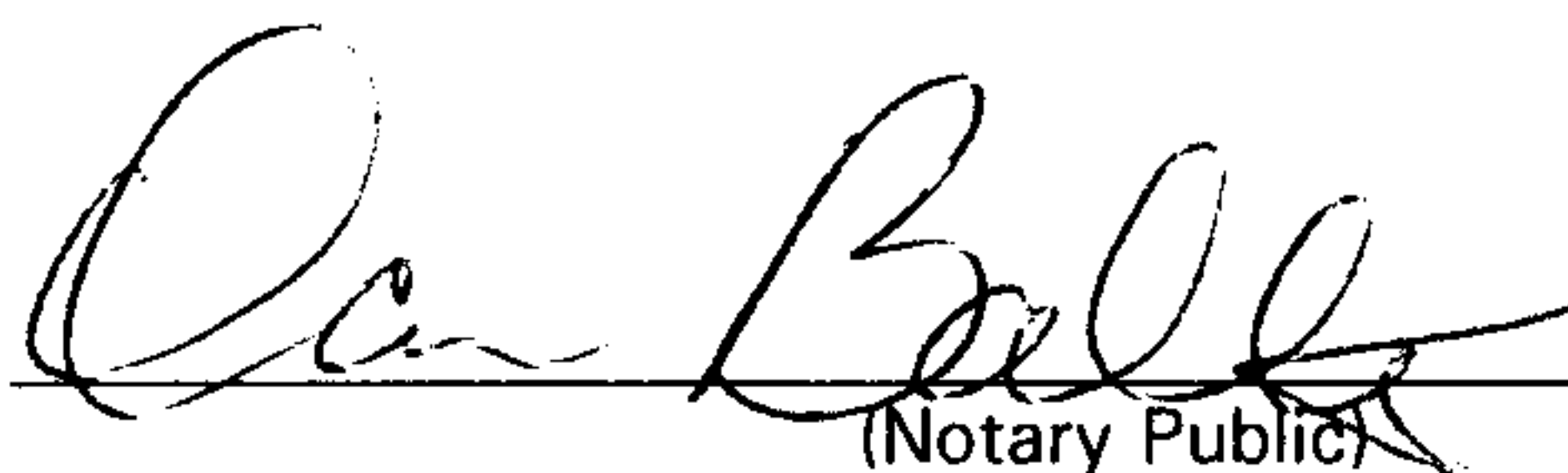
ACKNOWLEDGMENT:

STATE OF Alabama, COUNTY OF Jefferson } ss.

(Individual) I, a notary public, hereby certify that Stephen P Castleman and Amy Logan Castleman, a married couple 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 7th day of January, 2009.

My commission expires: 5/22/2010

(Seal)


(Notary Public)

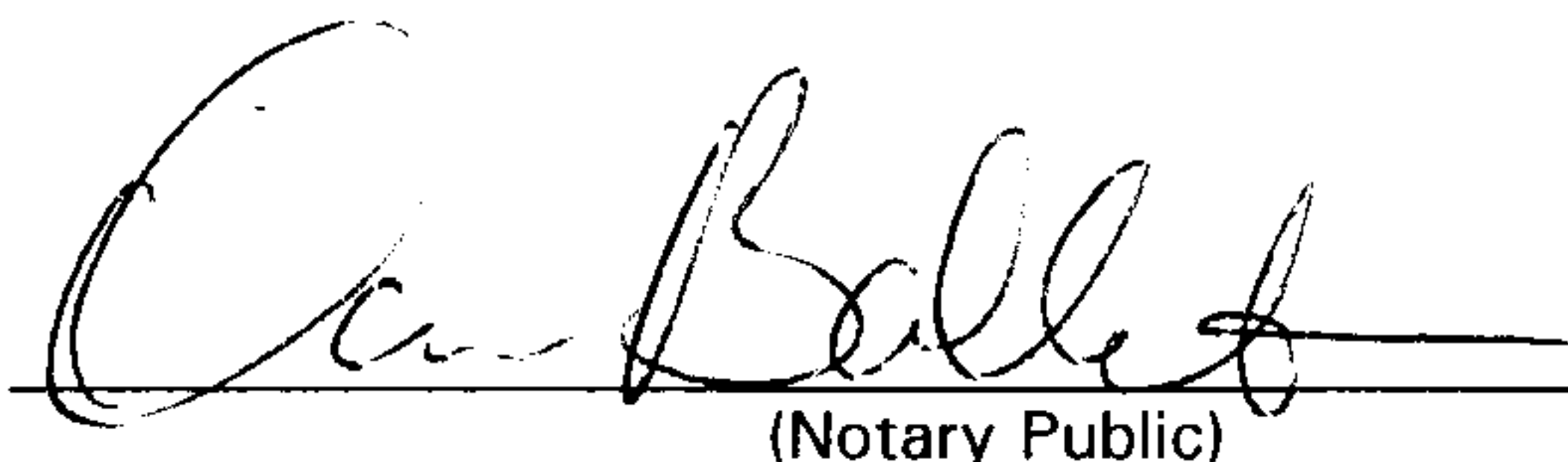
ACKNOWLEDGMENT:


STATE OF Alabama, COUNTY OF Jefferson } ss.

(Lender) I, Dana Ballentine, a notary public, in and for said County in said State, hereby certify that Carleton Ambrose, whose name(s) as Vice President (Titles) of the Red Mountain Bank, N.A. (Name of Business or Entity) a(n) Carleton Ambrose, is/are 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/they, in his/her/their capacity as such Vice President (Titles) executed the same voluntarily on the day the same bears date. Given under my hand this the 7th day of January, 2009.

My commission expires: 5/22/2010

(Seal)


(Notary Public)


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