



20090325000109890 1/5 \$324.00
Shelby Cnty Judge of Probate, AL
03/25/2009 10:46:53AM FILED/CERT

This instrument was prepared by

JANICE WILLIAMS - SUPERIOR BANK (name)

17 NORTH 20TH STREET BIRMINGHAM, AL 35203 (address)

State of Alabama

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MODIFICATION OF MORTGAGE

DATE AND PARTIES. The date of this Real Estate Modification (Modification) is 03-11-2009.

The parties and their addresses are:

MORTGAGOR: LOU EARLE DEASON AND MICHAEL T. DEASON AKA MIKE T DEASON, HUSBAND AND WIFE

1261 GREYSTONE CREST
BIRMINGHAM, AL 35242



DEASON, MICHAEL

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

LENDER:

SUPERIOR BANK
ORGANIZED AND EXISTING UNDER THE LAWS OF THE UNITED STATES OF AMERICA
17 NORTH 20TH STREET
BIRMINGHAM, AL 35203

BACKGROUND. Mortgagor and Lender entered into a Security Instrument dated 11-15-2007 and recorded on 12-03-2007. The Security Instrument was recorded in the records of

SHELBY COUNTY County, Alabama at SHELBY COUNTY JUDGE OF PROBATE INSTR# 20071203000546120.

The property is located in SHELBY County at 1261 GREYSTONE CREST, BIRMINGHAM, AL 35242.

Described as:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES

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.)*

MTG I/N/O MICHAEL T DEASON A/K/A MIKE T DEASON AND LOU EARLE DEASON I/A/O \$250,000.00 DATED 11/15/2007, REC 12/03/2007 IN INSTR# 20071203000546120 AND BEING MODIFIED TO INCREASE AMT TO \$450,000.00 I/N/O MICHAEL T DEASON A/K/A MIKE T DEASON AND LOU EARLE DEASON DATED 03/11/2009

NOTE MICHAEL T. DEASON A/K/A MIKE T DEASON I/A/O \$250,000.00 DATED 11/15/2007 AND THEN BEING MODIFIED ON 03/11/2009 TO AMT OF \$450,000.00.



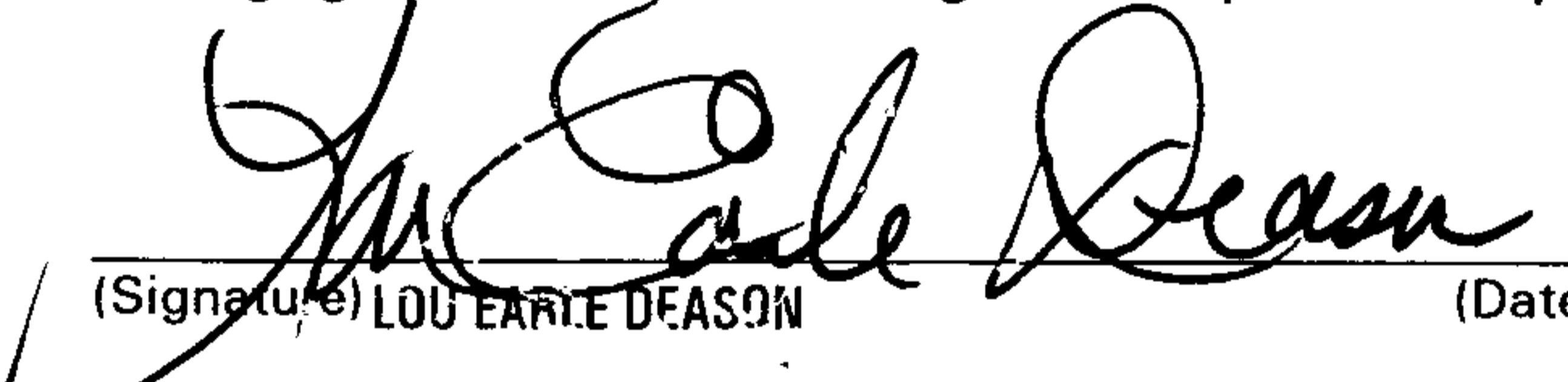
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☒ **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by the Security Instrument at any one time will not exceed \$450,000.00 ☒ which is a \$ 200,000.00 ☒ increase ☐ decrease in the total principal amount secured. This limitation of amount 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.

 (Seal)
(Signature) LOU EARLE DEASON (Date)

 (Seal)
(Signature) MICHAEL T. DEASON AKA MIKE T DEASON (Date)

(Signature) (Date) (Seal)

(Signature) (Date) (Seal)

(Signature) (Date) (Seal)

(Signature) (Date) (Seal)

(Witness as to all signatures)

(Witness as to all signatures)

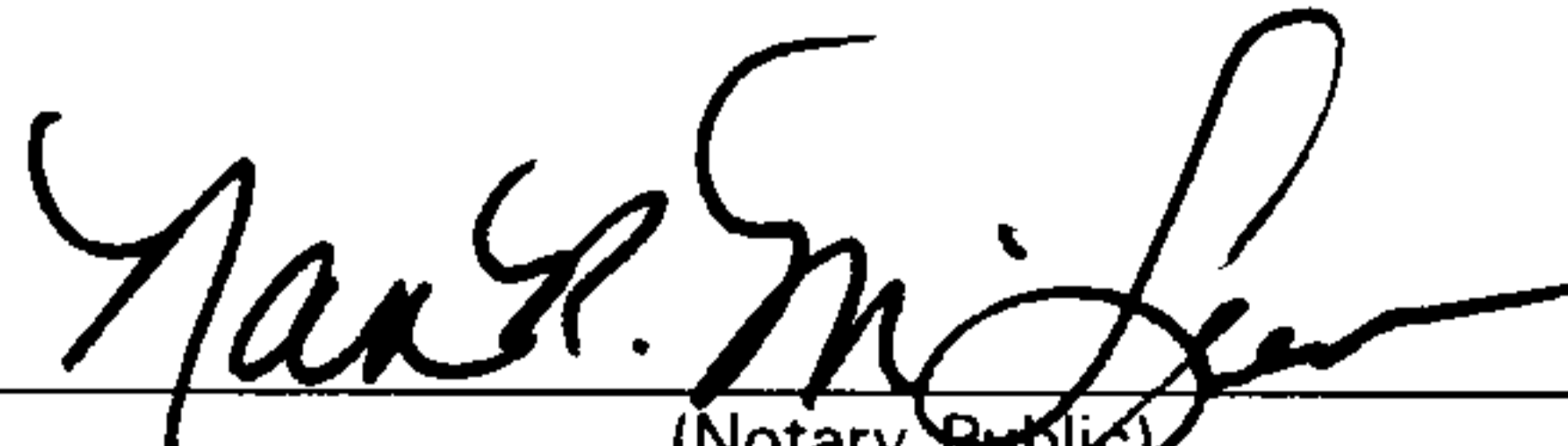
ACKNOWLEDGMENT:

STATE OF ALABAMA, COUNTY OF Shelby } ss.

(Individual) I, a notary public, hereby certify that LOU EARLE DEASON; MICHAEL T. DEASON AKA MIKE T DEASON, HUSBAND AND WIFE 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 11TH day of MARCH, 2009.

My commission expires: 1/11/2011

(Seal)


(Notary Public)

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SCHEDULE B

MTG I/N/O MICHAEL T DEASON A/K/A MIKE T DEASON AND LOU EARLE DEASON
I/A/O \$250,000.00 DATED 11/15/2007 AND RECORDED ON 12/03/2007 IN INSTR#
20071203000546120 IN SHELBY COUNTY JUDGE OF PROBATE AND THEN BEING
MODIFIED ON 03/11/2009 I/A/O \$450,000.00.


THIS PROMISSORY NOTE AMENDS AND RESTATES IN ITS ENTIRETY THAT
PROMISSORY NOTE FROM BORROWER TO BANK DATED 12/03/2007 IN THE AMOUNT OF
\$250,000.00. ALL DOCUMENTS AND INSTRUMENTS SECURING SUCH ORIGINAL
PROMISSORY NOTE SHALL CONTINUE TO SECURE THE NOTE AS AMENDED HEREIN.

MT
LED

SUPERIOR BANK 17 NORTH 20TH STREET BIRMINGHAM, AL 35203 LENDER'S NAME AND ADDRESS "You" means the Lender, its successors and assigns.	MICHAEL T. DEASON AKA MIKE T DEASON AND LOU EARLE DEASON 1261 GREYSTONE CREST BIRMINGHAM, AL 35242	CIF# DAA9276 Loan Number 60689315 Date 03-11-2009 Maturity Date 03-11-2024 Loan Amount \$ 450,000.00 LO/LP WLF/JSW
	BORROWER'S NAME AND ADDRESS "I" includes each Borrower above.	

WAIVER OF HOMESTEAD EXEMPTION

I have executed a Note dated 03-11-2009 evidencing a loan from you in the amount of 450,000.00. In connection with the Note, I have executed a ☐ Security Agreement ☒ Mortgage dated 11-15-2007 under the terms of which I give you certain rights under the laws of this state in the following described Homestead Property:
 SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES


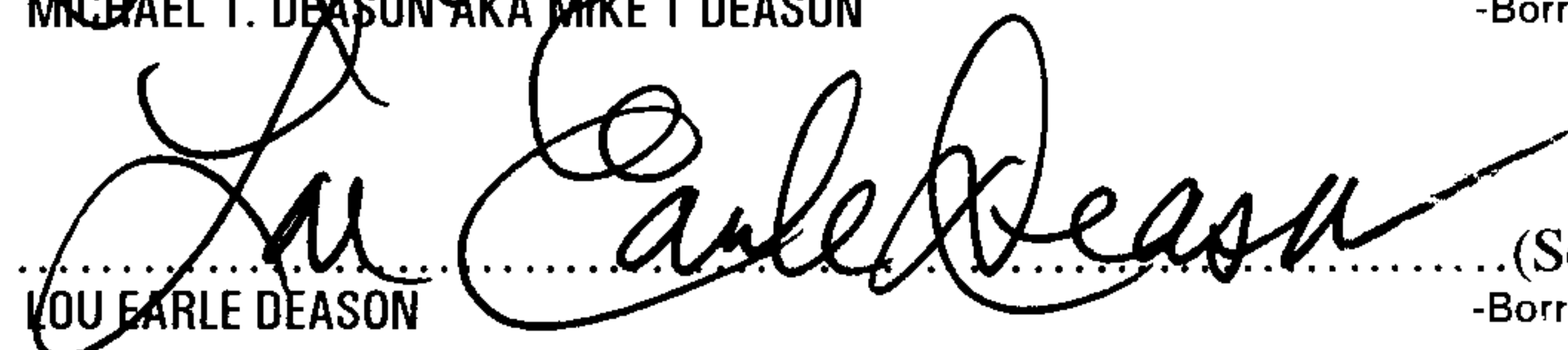

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By signing below, I hereby waive any and all homestead rights and exemptions in the Homestead Property, as granted under the Constitution and laws of the State of Alabama, for as long as I occupy the Homestead Property as a principal residence.

In witness whereof, I have signed my name and affixed my seal on 03-11-2009

Witnesses:

Signatures:

 (Seal)
 MICHAEL T. DEASON AKA MIKE T DEASON -Borrower
 (Seal)
 LOU EARLE DEASON -Borrower

[Space Below This Line For Acknowledgment]

The State of Alabama

Shelby County

I Nan R. McLean
 hereby certify that MICHAEL T. DEASON AKA MIKE T DEASON AND LOU EARLE DEASON
 whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, (s)he executed the same voluntarily on the day the same bears date. Given under my hand this 11TH day of MARCH, 2009

My commission expires:

1/11/2011


 Notary Public

J0680711

SCHEDULE A

THE FOLLOWING REAL PROPERTY SITUATE IN COUNTY OF SHELBY AND STATE OF ALABAMA, DESCRIBED AS FOLLOWS:

LOT 8, ACCORDING TO THE SURVEY OF THE CREST AT GREYSTONE, FIRST ADDITION, AS RECORDED IN MAP BOOK 19, PAGE 52, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

PARCEL ID: 03-8-27-0-005-008.000

PROPERTY ADDRESS: 1261 GREYSTONE CREST



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