

\$39.50
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20090821000322060 1/3 \$39.50
Shelby Cnty Judge of Probate, AL
08/21/2009 09:11:03 AM FILED/CERT

Increase of \$15,000

Space Above This Line For Recording Data

This instrument was prepared by Linda Sorensen, ServisFirst Bank, P O Box 1508, Birmingham, Alabama 35201-1508

MODIFICATION OF MORTGAGE

DATE AND PARTIES. The date of this Real Estate Modification (Modification) is August 7, 2009. The parties and their addresses are:

MORTGAGOR:

KELLY I CONKLIN

Spouse of DONNA F CONKLIN
5108 WILLOW WAY
BIRMINGHAM, AL 35242

DONNA F CONKLIN

Spouse of KELLY I CONKLIN
5108 WILLOW WAY
BIRMINGHAM, AL 35242

LENDER:

SERVISFIRST BANK

Organized and existing under the laws of Alabama
P O Box 1508
Birmingham, AL 35201-1508

1. BACKGROUND. Mortgagor and Lender entered into a security instrument dated MAY 1, 2009 and recorded on MAY 22, 2009 (Security Instrument). The Security Instrument was recorded in the records of SHELBY County, Alabama at 20090522000194680 and covered the following described Property:

LOT 14, ACCORDING TO THE AMENDED MAP OF HICKORY RIDGE, AS RECORDED IN MAP BOOK 11, PAGE 79, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

The property is located in SHELBY County at 5108 WILLOW WAY, BIRMINGHAM, Alabama 35242.

2. MODIFICATION. For value received, Mortgagor and Lender agree to modify the Security Instrument as provided for in this Modification.

The Security Instrument is modified as follows:

A. Maximum Obligation Limit. The maximum obligation provision of the Security Instrument is modified to read:

(1) Maximum Obligation Limit. The total principal amount secured by this Security Instrument at any one time will not exceed \$65,000.00. This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

B. Secured Debt. The secured debt provision of the Security Instrument is modified to read:

(1) Secured Debts and Future Advances. The term "Secured Debts" includes and this Security Instrument will secure each of the following:

(a) Specific Debts. The following debts and all extensions, renewals, refinancings, modifications and replacements. A renewal note or other agreement, No. 100054063, dated August 7, 2009, from Mortgagor to Lender, with a maximum credit limit of \$65,000.00.

(b) Future Advances. All future advances from Lender to Mortgagor under the Specific Debts executed by Mortgagor in favor of Lender after this Security Instrument. If more than one person signs this Security Instrument, each agrees that this Security Instrument will secure all future advances that are given to Mortgagor either individually or with others who may not sign this Security Instrument. All future advances are secured by this Security Instrument even though all or part may not yet be advanced. All future advances are secured as if made on the date of this Security Instrument. Nothing

in this Security Instrument shall constitute a commitment to make additional or future advances in any amount. Any such commitment must be agreed to in a separate writing. In the event that Lender fails to provide any required notice of the right of rescission, Lender waives any subsequent security interest in the Mortgagor's principal dwelling that is created by this Security Instrument.

(c) Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

3. WARRANTY OF TITLE. Mortgagor warrants that Mortgagor continues to be lawfully seized of the estate conveyed by the Security Instrument and has the right to grant, bargain, convey, sell and mortgage with the power of sale the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.

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

5. ADDITIONAL TERMS. Increase mortgage from \$50,000.00 to \$65,000.00.

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

MORTGAGOR:

KELLY I CONKLIN

Individually

DONNA F CONKLIN

Individually

LENDER:

ServisFirst Bank

By

Lee McKinnon, Assistant Vice President

ACKNOWLEDGMENT.

(Individual)

State OF Alabama, County OF Jefferson ss.

I, Sandra Hill, a notary public, hereby certify that KELLY I CONKLIN, spouse of DONNA F CONKLIN, and DONNA F CONKLIN, spouse of KELLY I CONKLIN, whose name(s) is/are signed to the foregoing instrument, and who is/are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she/they executed the same voluntarily on the day the same bears date. Given under my hand this 7th day of August, 2009.

My commission expires:

Sandra Hill
(Notary Public)

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: **June 24, 2012**
BONDED THRU NOTARY PUBLIC UNDERWRITERS



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(Lender Acknowledgment)

State Alabama County Jefferson ss.

I, Sandra Hill Executive a notary public, in and for said County in said State, hereby certify that ~~Lee McKinnon~~, whose name(s) as ~~Assistant Vice President~~ of ServisFirst Bank, a corporation, 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, as such officer(s) and with full authority, executed the same voluntary for and as the act of said corporation. Given under my hand this the 7th day of August, 2009.

My commission expires:

Sandra Hill
(Notary Public)

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: **June 24, 2012**
BONDED THRU NOTARY PUBLIC UNDERWRITERS



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