


RECORDATION REQUESTED BY:

FIRST BANK AND TRUST
POYDRAS FC - COMMERCIAL
909 POYDRAS STREET
SUITE 100
NEW ORLEANS, LA 70112


20090904000343040 1/2 \$184.55
Shelby Cnty Judge of Probate, AL
09/04/2009 03:47:38 PM FILED/CERT

WHEN RECORDED MAIL TO:

FIRST BANK AND TRUST
POYDRAS FC - COMMERCIAL
909 POYDRAS STREET
SUITE 100
NEW ORLEANS, LA 70112

SEND TAX NOTICES TO:

RON BORDELON
ALISON BORDELON
208 ENGLISH TURN DRIVE
NEW ORLEANS, LA 70131

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated October 29, 2008, is made and executed between **RON H. BORDELON**, whose address is 208 ENGLISH TURN, NEW ORLEANS, LA 70131 and **ALISON BORDELON**, whose address is 208 ENGLISH TURN, NEW ORLEANS, LA 70131 husband and wife (referred to below as "Grantor") and **FIRST BANK AND TRUST**, whose address is 909 POYDRAS STREET, SUITE 100, NEW ORLEANS, LA 70112 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated December 8, 2005 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

Mortgage dated December 8, 2005 recorded on December 14, 2005 filed with the County of Shelby County Judge of Probate of Alabama #20051214000646210.

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

Lot 39, according to the Map of Greystone, 6th Sector, as recorded in Map Book 17, Page 54A, B & C in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama

The Real Property or its address is commonly known as 5308 GREYSTONE WAY , BIRMINGHAM, AL 35242.

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

The fixed rate feature of Promissory Note dated December 8, 2005, in the amount of \$120,000.00 with an outstanding balance of \$113,682.42, will change from a fixed rate of 7.000% to a fixed rate of 6.000% and Now therefore, in consideration of the premises and mutual covenants of the parties hereto, Lender and Borrower hereby agree that said modification is to amend, restate & reinstate the mortgage and that the maturity date of the Note be extended, providing that the Note, both principal and interest, be due and payable in full on or before April 26, 2009, as described in the Promissory Note executed in connection herewith. All liens and security interests securing the Note are hereby extended and shall continue in full force and effect to secure payment of the indebtedness until it is fully and finally paid.

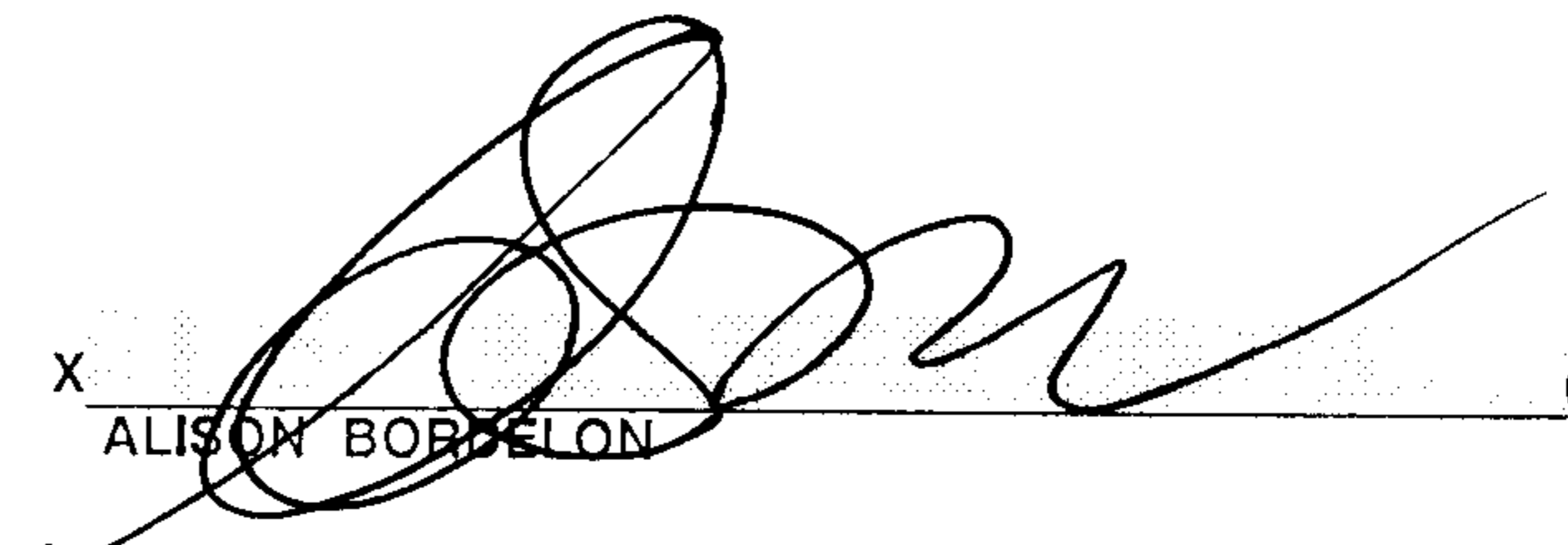
CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right 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. 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.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED OCTOBER 29, 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 _____ (Seal)
RON BORDELON

X  _____ (Seal)
ALISON BORDELON

