

\$371  
\$21.95

20091203000446000 1/3 \$21.95  
Shelby Cnty Judge of Probate, AL  
12/03/2009 03:59:26 PM FILED/CERT

Increased by \$3,300<sup>00</sup> recorded 9/17/08 # 20080917000368790

Space Above This Line For Recording Data

This instrument was prepared by Scott Willoughby, 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 November 19, 2009. The parties and their addresses are:

**MORTGAGOR:**  
**FRANK W. BARNES II**  
Spouse of NATALI NOBLE BARNES  
3223 GLASGOW CIRCLE  
BIRMINGHAM, AL 35242

**NATALI NOBLE BARNES**  
Spouse of FRANK W. BARNES II  
3223 GLASGOW CIRCLE  
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 AUGUST 20, 2008 and recorded on SEPTEMBER 17, 2008 (Security Instrument). The Security Instrument was recorded in the records of SHELBY County, Alabama at 20080917000368790 and covered the following described Property:

LOT 9, ACCORDING TO THE MAP AND SURVEY OF FIRST ADDITION TO KERRY DOWNS, AS RECORDED IN MAP BOOK 7, PAGE 73, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

The property is located in SHELBY County at 3223 GLASGOW CIRCLE, 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. 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. 100048685, dated November 19, 2009, from Mortgagor to Lender, with a maximum credit limit of \$71,800.00.

(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. This Modification will not secure any other debt if Lender fails, with respect to that other debt, to fulfill any necessary requirements or limitations of Sections 19(a), 32, or 35 of Regulation Z.

(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 HELOC BY \$3,300.00 FROM \$68,500.00 TO \$71,800.00

**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:**

 (Seal)  
FRANK W. BARNES II

Individually

 (Seal)  
NATALI NOBLE BARNES

Individually

**LENDER:**

ServisFirst Bank

By  (Seal)  
Clarence Pouncey

**ACKNOWLEDGMENT.**

(Individual)

STATE OF ALABAMA, COUNTY OF JEFFERSON ss.

I, KRISTY M. REDFORD, a notary public, hereby certify that FRANK W. BARNES II, spouse of NATALI NOBLE BARNES, and NATALI NOBLE BARNES, spouse of FRANK W. BARNES II, 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 19TH day of NOVEMBER, 2009

My commission expires:

KRISTY M. REDFORD  
Notary Public, State of Alabama  
Alabama State At Large  
My Commission Expires  
January 24, 2010

  
(Notary Public)



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(Lender Acknowledgment)

State Alabama County Jefferson ss.

I, Lukon C Moon, a notary public, in and for said County in said State, hereby certify that Clarence Pouncey, whose name(s) as SVP Chief Operating Officer 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 27th day of Nov, 2009.

My commission expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Mar 19, 2012  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

Lukon C Moon  
(Notary Public)



20091203000446000 3/3 \$21.95  
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