



LIVINGSTON, MICHAEL

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

(Space Above This Line For Recording Data)

LOAN NUMBER: 5000029792

## MODIFICATION AGREEMENT - MORTGAGE

**THIS MODIFICATION AGREEMENT ("Agreement") is made this 9th day of November, 2009, between Michael R. Livingston, Husband, and Gladys B. Livingston, Wife, whose address is 100 Hillside Drive, Maylene, Alabama 35114 ("Borrower"), and Nexity Bank whose address is 3680 Grandview Parkway, Suite 200, Birmingham, Alabama 35243 ("Lender").**

Nexity Bank and Borrower entered into a Mortgage dated **October 18, 2007** and recorded on **November 8, 2007**, filed for record in records of **County of Shelby**, State of Alabama, with recorder's entry number **20071108000516630** ("Mortgage"). The Mortgage covers the following described real property:

Address: **100 Hillside Drive, Maylene, Alabama 35114**

Legal Description: **Lot 2, according to the Survey of Woodland Hills, First Phase, Fifth Sector, as recorded in Map Book 7, Page 152, in the Probate Office of Shelby County, Alabama; Being situated in Shelby County, Alabama. Tax ID: 232040001088000.**

Parcel ID/Sidwell Number: **232040001088000**

It is the express intent of the Borrower and Lender to modify the terms and provisions set forth in the Mortgage. Borrower and Lender hereby agree to modify the Mortgage as follows:

- **Mortgage modified on 02/23/2008 increasing the current line of credit limit of \$20,000.00 to \$25,000.00, recorded 03/20/2008, in #20080320000113480. Mortgage modified again today increasing said line amount to \$43,000.00. Taxable amount: \$18,000.00.**

Borrower and Lender agree that the Mortgage including such changes, modifications, and amendments as set forth herein, shall remain in full force and effect with respect to each and every term and condition thereof and nothing herein contained shall in any manner affect the lien of the Mortgage on the Property. Nothing contained herein shall in any way impair the Mortgage or the security now held for the indebtedness thereunder, or alter, waive, annul, vary, or affect any provision, term, condition, or covenant therein, except as herein provided, nor affect or impair any rights, powers, privileges, duties, or remedies under the Mortgage it being the intent of Borrower and Lender that the terms and provisions thereof shall continue in full force and effect, except as specifically modified herein. Nothing in this Agreement shall constitute a satisfaction of the promissory note or notes, or other credit agreement or agreements secured by the Mortgage.

Lender's consent to this Agreement does not waive Lender's right to require strict performance of the Mortgage modified above, nor obligate Lender to make any future modifications. Any guarantor or cosigner shall not be released by virtue of this Agreement.

If any Borrower who signed the original Mortgage does not sign this Agreement, then all Borrowers signing below acknowledge that this Agreement is given conditionally, based on the representation to Lender that the non-signing

person consents to the changes and provisions of this Agreement 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.

This Agreement shall be binding upon the heirs, successors, and assigns with respect to parties hereto. Whenever used, the singular shall include the plural, the plural, the singular, and the use of any gender shall be applicable to all genders.

**ORAL AGREEMENTS DISCLAIMER.** This Agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

By signing below, Borrower and Lender acknowledge that they have read all the provisions contained in this Agreement, and that they accept and agree to its terms.

Michael R. Livingston 11-18-09  
Michael R. Livingston Date

Gladys B. Livingston 11-18-09  
Gladys B. Livingston Date

Witnessed by:

Name: Date

Name: Date

#### INDIVIDUAL ACKNOWLEDGMENT

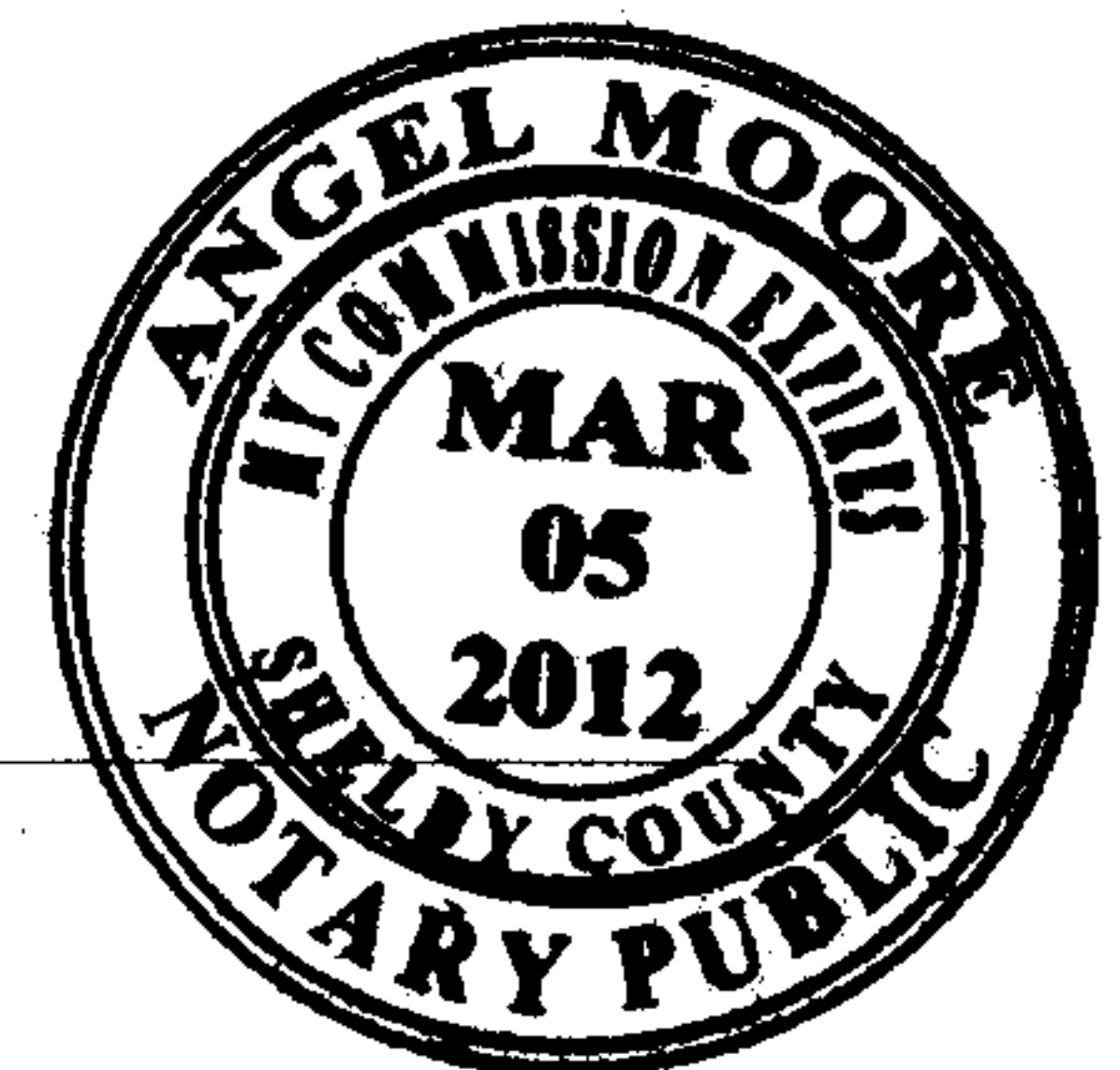
STATE OF ALABAMA )  
COUNTY OF Shelby )

I, Angel Moore, a Notary Public, do hereby certify that Michael R. Livingston and Gladys B. Livingston, whose names are signed to the foregoing and who are known to me, acknowledged before me on this day that, being informed of the contents of the Modification Agreement, they executed the same, voluntarily, on the day the same bears date. Given under my hand this 18<sup>th</sup> day of November, 2009

My commission expires: 3/8/2012  
residing at

Angel Moore

(Official Seal)



LENDER: Nexity Bank

Randy Little 11/18/09

By: Randy Little Date  
Its: VP



**BUSINESS ACKNOWLEDGMENT**

STATE OF ALABAMA )  
COUNTY OF JEFFERSON )

I, MICHAEL GOLDSTEIN, NOTARY PUBLIC in and for said County and in said State, hereby certify that **Randy Little**, VP of **Nexity Bank**, a(n) **Alabama Financial Institution**, whose name is 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 or she, in his or her official capacity and with full authority, executed the same voluntarily for and as the act of said **Financial Institution**.

Given under my hand this the 18<sup>TH</sup> DAY OF NOVEMBER 2009

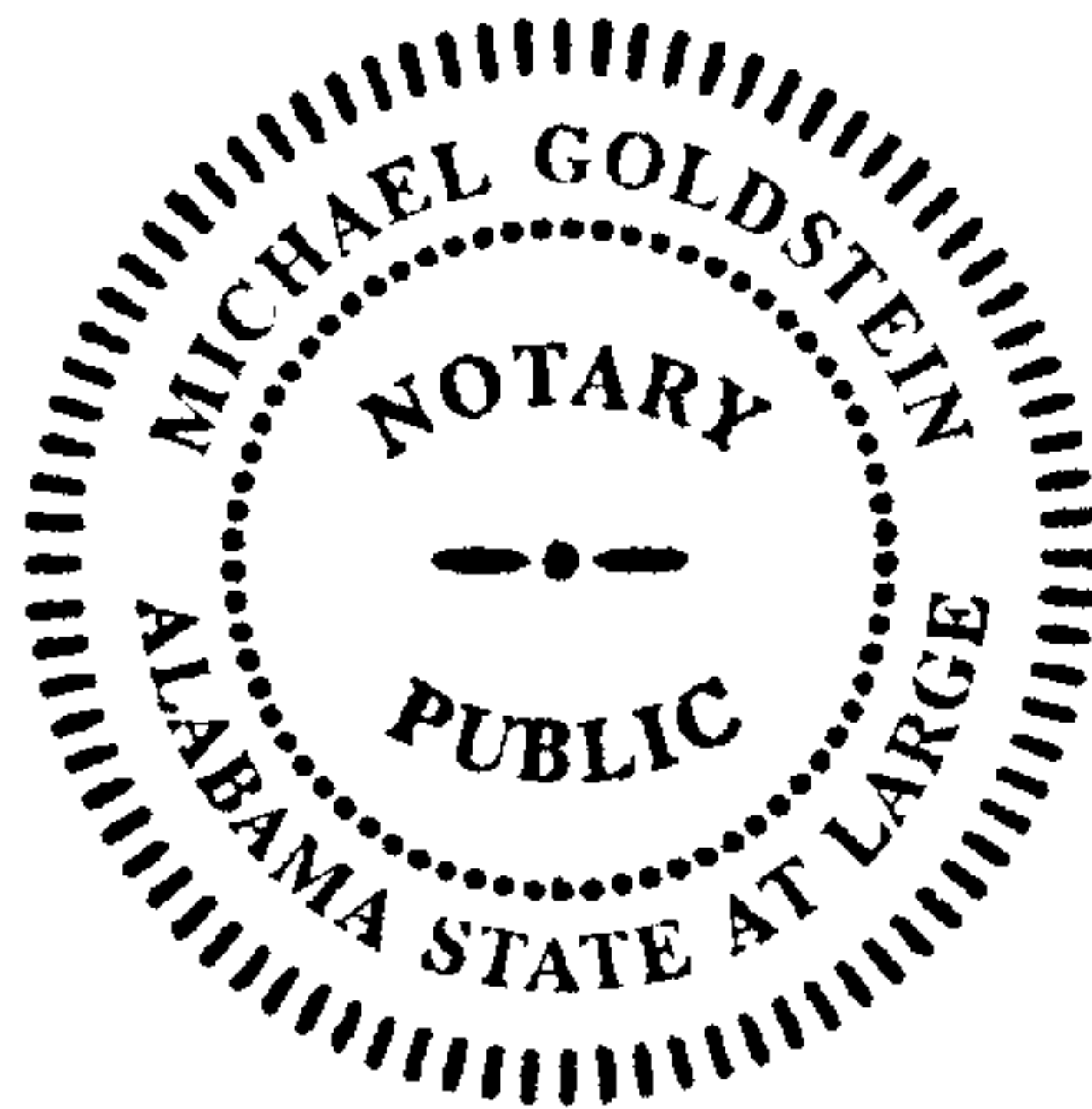
My commission expires: 8-1-2012

residing at

MICHAEL GOLDSTEIN  
**MICHAEL GOLDSTEIN**

**NOTARY PUBLIC STATE OF ALABAMA AT LARGE**  
**MY COMMISSION EXPIRES: Aug 1, 2012**  
**BONDED THRU NOTARY PUBLIC UNDERWRITERS**

(Official Seal)



THIS INSTRUMENT PREPARED BY:  
**Nexity Bank - Lynn Boyd**  
**Lynn Boyd**  
**3680 Grandview Parkway, #200**  
**Birmingham, AL 35243**

AFTER RECORDING RETURN TO:  
**Nexity Bank - Eric Eason**  
**Eric Eason**  
**3680 Grandview Parkway, #200**  
**Birmingham, AL 35243**