


**RECORDATION REQUESTED BY:**

IBERIABANK  
BCS / Capital South Loan - 660  
2340 Woodrest Pl  
Birmingham, AL 35209

  
20111121000352520 1/2 \$84.25  
Shelby Cnty Judge of Probate, AL  
11/21/2011 12:09:56 PM FILED/CERT

**WHEN RECORDED MAIL TO:**

IBERIABANK  
POST OFFICE BOX 12440  
NEW IBERIA, LA 70560-2440

**SEND TAX NOTICES TO:**

IBERIABANK  
BCS / Capital South Loan - 660  
2340 Woodrest Pl  
Birmingham, AL 35209

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

**MODIFICATION OF MORTGAGE**

**THIS MODIFICATION OF MORTGAGE** dated October 28, 2011, is made and executed between William Tino , Joint Tenants with Full Rights of Survivorship, whose address is 136 Eagle Cove, Pelham, AL 35124 and Kathy Tino, Joint Tenants with Full Rights of Survivorship, whose address is 136 Eagle Cove Drive, Pelham, AL 35214 (referred to below as "Grantor") and IBERIABANK, whose address is 2340 Woodrest Pl, Birmingham, AL 35209 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated September 21, 2006 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded 09/22/2006, as Instrument #20060922000471730, recorded in Shelby County. Further modified by a certain Modification of Mortgage recorded 05/17/2010, as Instrument #20100517000153630 in Shelby County. Further Modified by a certain Modification of Mortgage recorded 06/10/2011, as Instrument 20110610000172590, in Shelby County .

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

SITUATED IN THE COUNTY OF SHELBY AND STATE OF ALABAMA:  
LOT 4, ACCORDING TO THE SURVEY OF LEGACY PARC, AS RECORDED IN  
MAP BOOK 27, PAGE 9, IN THE OFFICE OF THE JUDGE OF PROBATE,  
SHELBY COUNTY, ALABAMA.  
BEING ALL OF THAT CERTAIN PROPERTY CONVEYED TO WILLIAM TINO  
AND KATHY TINO, AS JOINT TENANTS, WITH RIGHT OF SURVIVORSHIP  
FROM DAVID G. ADAMS AND WIFE, KARI D. ADAMS BY DEED DATED  
10/19/01 AND RECORDED 10/23/01 IN INSTRUMENT 2001-45761, IN  
THE LAND RECORDS OF SHELBY COUNTY, ALABAMA.

The Real Property or its address is commonly known as 112 Legacy Parc Drive (vacant lot) , Pelham, AL 35124 .

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

Contemporaneously herewith, Mortgagor has executed and delivered to Mortgagee a Promissory Note dated 10/28/2011 (the "Renewal Note") dated of even date herewith in the original principal amount of \$43,497.99. The Renewal Note has a final due date for the payment of principal and any unpaid accrued interest of 04/28/2012, and by this reference is made a part hereof. The Renewal Note is given to renew that certain Promissory Note dated April 9, 2010. in the original principal amount of \$47,820.96, further modified by that certain Promissory Note dated April 29, 2011, in the amount of \$44,969.46 (the "Prior Note"). As to the renewal of the Prior Note, the Renewal Note is intended to comply with the requirements of §201.09, Florida Statutes, and is intended to be exempt from Florida documentary stamp taxation thereunder. Accordingly, pursuant to §201.09, Florida Statutes, no Florida documentary stamp taxes or intangible taxes are due on this Agreement.

The Mortgage is hereby modified to provide that it shall secure the performance of the covenants contained in the Renewal Note, together with certain other covenants described and contained in the Mortgage. As of the date hereof, all references to the Prior Note or to the term "Mortgage Note" or the term "Note" in the Mortgage and all loan documents shall be deemed to refer to the Renewal Note.

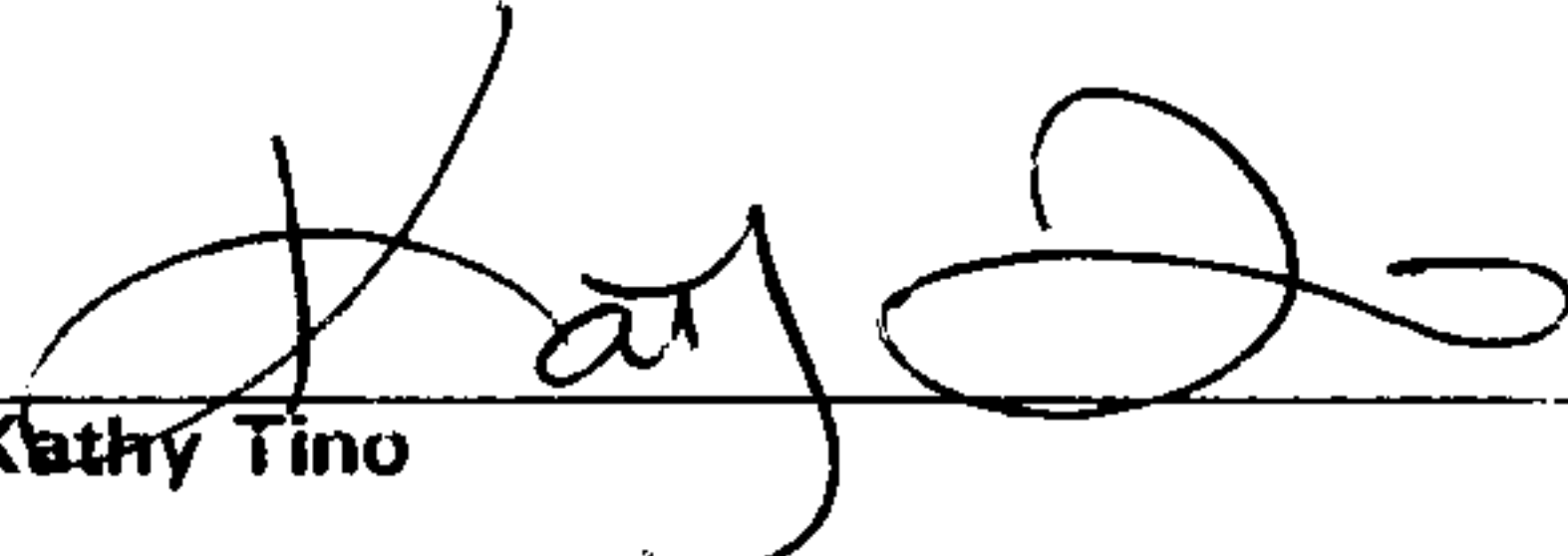
**CONTINUING VALIDITY.** Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's 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 endorser 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 A KNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED OCTOBER 28, 2011.**

**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)  
William Tino

X  (Seal)  
Kathy Tino

**LENDER:**

IBERIABANK  
X  (Seal)  
Authorized Signer



This Modification of Mortgage prepared by:

Name: Cindy Smith, Loan Documentation Processor  
Address: 2340 Woodrest Pl  
City, State, ZIP: Birmingham, AL 35209

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama )  
 ) SS  
COUNTY OF Shelby )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that William Tino and Kathy Tino, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of said Modification, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 28<sup>th</sup> day of October, 2011.

DeEtta Aigner  
Notary Public

My commission expires Jan. 14, 2015

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Jan 14, 2015  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

LENDER ACKNOWLEDGMENT

STATE OF Alabama )  
 ) SS  
COUNTY OF Shelby )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Nicole McDonald whose name as BCS Retail Officer of IBERIABANK is signed to the foregoing Modification and who is known to me, acknowledged before me on this day that, being informed of the contents of the Modification of Mortgage, he or she, in his or her capacity as such BCS Retail Officer of IBERIABANK, executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 28<sup>th</sup> day of October, 2011.

DeEtta Aigner  
Notary Public

My commission expires Jan. 14, 2015

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Jan 14, 2015  
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