

STATE OF ALABAMA

COUNTY OF SHELBY

20050613000289520 1/3 \$18.00  
Shelby Cnty Judge of Probate, AL  
06/13/2005 03:34:43PM FILED/CERT

**NOTE TO PROBATE COURT:** This Amendment amends that certain Mortgage dated June 28, 2004 previously recorded in the Office of the Judge of Probate of Shelby County as Instrument 200407010000363620 to change the Conversion Date from June 1, 2005 to July 1, 2005 and to decrease the loan amount from \$250,000.00 to \$100,000.00.

### **Mortgage Modification Agreement**

This Agreement is by and between First American Bank, formerly National Bank of Commerce of Birmingham, ("Bank") and Keith Russell and Debra L. Russell ("Borrowers").

WHEREAS, Borrowers are currently indebted to Bank pursuant to a certain loan in the principal amount \$250,000.00 (the "Loan"), as evidenced by a certain Adjustable Rate Note (the "Note") dated June 28, 2004. The terms of the loan are further set forth and evidenced in that certain Construction /Permanent Loan Agreement dated June 28, 2004 (the "Loan Agreement").

WHEREAS, the Loan is secured by a certain Mortgage dated June 28, 2004 executed by Borrowers in favor of Bank and recorded in the Office of the Judge of Probate of Shelby County, Alabama as Instrument 200407010000363620 (the "Mortgage").

WHEREAS, concurrently herewith, Borrowers have requested the Bank to amend the Conversion Date of the Loan (as defined in the Loan Agreement and as reflected in the Construction/Permanent Loan Mortgage Rider) from June 1, 2005 until July 1, 2005 and to decrease the loan amount from \$250,000.00 to \$100,000.00 pursuant to the terms of that certain Note and Loan Modification Agreement of even date herewith (the "Modification Agreement").

WHEREAS, Bank is willing to enter into the Modification Agreement to so amend the Conversion Date and decrease the loan amount, on the condition, among others, that Borrowers enter into this Agreement to amend and modify the Mortgage.

NOW, THEREFORE, for and in consideration of the foregoing premises, Borrowers and Bank agree as follows:

1. The Mortgage is hereby modified and amended as follows:

(a.) On page 2 of the Mortgage, the loan amount "\$250,000.00" is hereby deleted and the loan amount "\$100,000.00" is hereby substituted therefor.

(b) All references to the "Note" shall mean the Note as modified by the Modification Agreement of even date herewith.

(c) On the Construction/Permanent Loan Mortgage Rider, "June 1, 2005" shall be deleted as the Conversion Date and July 1, 2005 is hereby substituted therefor.

2. Except as modified herein or in the Modification Agreement dated of even date herewith, all of the terms and conditions of the Mortgage, Loan Agreement, the Note and of any and all other instrument executed in connection with the Loan shall remain in full force and effect. Nothing contained in this Agreement shall be


*John Gant*



deemed to constitute a negation of the terms of the Mortgage nor impair any liens granted to Bank there under, nor affect any of the rights, powers or remedies of Bank under the Mortgage, nor constitute a waiver of any provision thereof.

IN WITNESS WHEREOF, parties hereto have caused this instrument to be executed effective this 6<sup>th</sup> day of June, 2005.

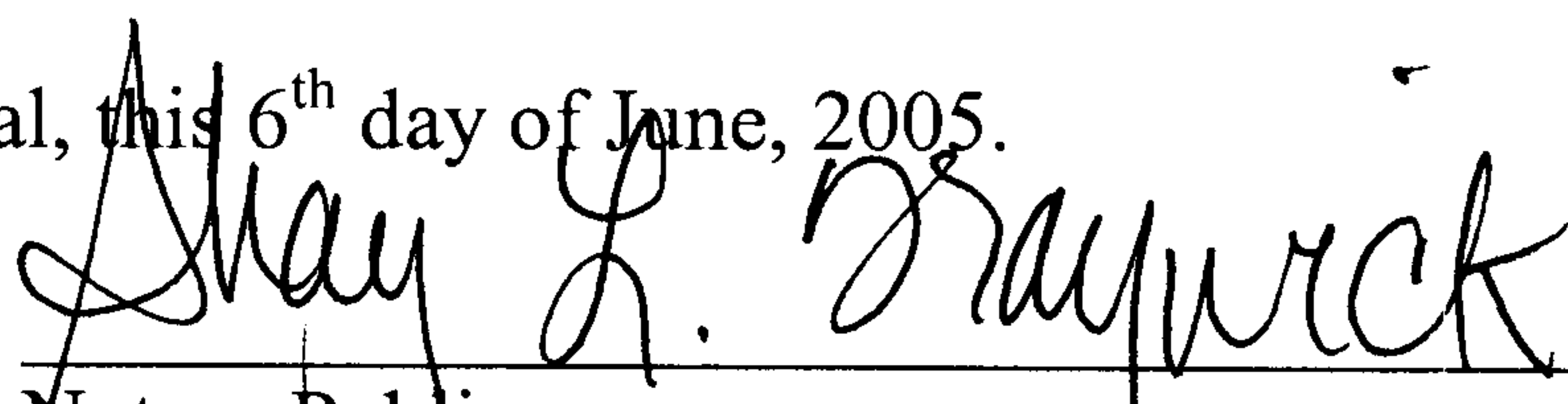
FIRST AMERICAN BANK FORMERLY KNOWN AS  
NATIONAL BANK OF COMMERCE OF BIRMINGHAM

By:   
Laurie W. Trimm  
It's Vice President

STATE OF ALABAMA  
COUNTY OF Alabama

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Laurie W. Trimm, whose name as Vice President of First American Bank, formerly National Bank of Commerce of Birmingham, a state banking corporation, 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 said instrument, she, as such officer and with full authority, executed the same voluntary for and as the act of said bank.


Given under my hand and official seal, this 6<sup>th</sup> day of June, 2005.

  
Notary Public

AFFIX SEAL

My commission expires: \_\_\_\_\_

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Feb 21, 2008  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

  
20050613000289520 2/3 \$18.00  
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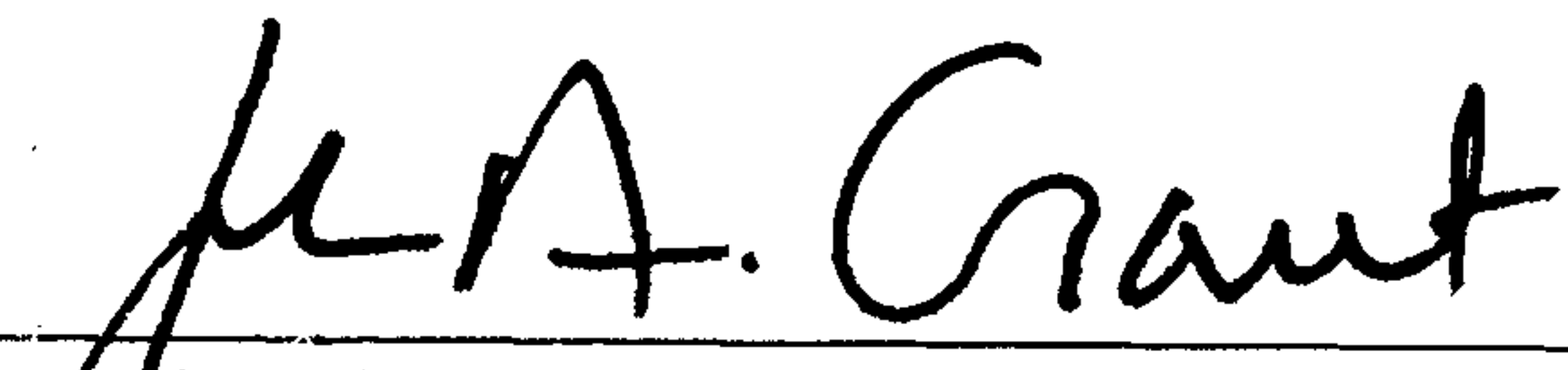
X   
KEITH RUSSELL

X   
DEBRA L. RUSSELL


STATE OF ALABAMA  
COUNTY OF SHELBY

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Keith Russell and Debra L. Russell 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 instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 6<sup>th</sup> day of June 2005.

  
John A. Gant  
AFFIX SEAL

My commission expires: 10/20/05

  
20050613000289520 3/3 \$18.00  
Shelby Cnty Judge of Probate, AL  
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This Instrument Was Prepared By:  
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