

20060410000164400 1/6 \$96.20  
Shelby Cnty Judge of Probate, AL  
04/10/2006 10:23:13AM FILED/CERT



Nationwide Southpointe Plaza II  
380 Southpointe Blvd Suite 300  
Canonsburg, Pa 15317  
(800)920-0050  
6184420

Prepared by:  
Citibank / Umesha Sharma  
11800 Spectrum Center Dr.  
Reston, Va 22090

**NOTE AND MORTGAGE MODIFICATION AGREEMENT**

Citibank Loan #**106020303546000**

**[PROPERTY DESCRIPTION – SEE ATTACHED RIDER A]**

**THIS AGREEMENT** is made and entered into this **02/17/2006**, by and between Citibank, F.S.B., whose place of business is 11800 Spectrum Center Drive, Reston, VA 22090 (the "Lender"), and **JAMES BLAIRE TOWE**, (collectively referred to herein as "Borrower"). The "Property" means the real estate located at **171 HIGHLAND PARK DR, BIRMINGHAM, AL 35242-0000**.

**WHEREAS**, Borrower obtained a home equity line of credit from Lender, on **07/20/05**, which line of credit is evidenced by a Home Equity Line of Credit Agreement and Disclosure (referred to herein as the "Note") and secured by a Security Instrument ("Security Instrument") in the form of a mortgage or deed of trust recorded as **000000362950** of the Official Records of **SHELBY** county (or if secured by a co-op, a security interest in the stock ownership of the co-op). The original Security Instrument was in the principal amount of **\$75,000.00**; and **New secured loan amount of \$46,800.00**

**WHEREAS**, all terms used herein and not otherwise defined shall have the meaning set forth in the Note; and

**WHEREAS**, Borrower has requested that the Credit Limit set forth in the Note be increased, and Lender is willing to allow the Credit Limit to be so increased.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, Lender and Borrower agree as follows:

1. **CREDIT LIMIT INCREASE**. Borrower and Lender hereby agree to increase the Credit Limit set forth in the Note to **\$121,800.00** and to modify the Security Instrument so that the principal amount secured by the Security Instrument is **\$121,800.00**.
2. **NO OTHER MODIFICATION**. Except as otherwise set forth herein, all other terms and conditions of the Note and Security Instrument shall remain unchanged and in full force and effect.



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3. **SECURITY INSTRUMENT.** Lender and Borrower agree that the Security Instrument described above will continue to secure all obligations to Lender under the Note as modified by this Agreement. Nothing in this Agreement will affect or impair Lender's security interest in, or lien priority on, the property described in the Security Instrument, and/or be construed to be a novation, satisfaction or a partial or total release of the Note or Security Instrument.
4. **COMPLETE TRANSACTION.** Except as expressly modified by this Agreement, all terms of the Note and Security Instrument remain in full force and effect. By signing below, Lender and Borrower acknowledge there are no additional terms or agreements between them, oral or written.
5. **NON-WAIVER.** This Agreement does not constitute a limitation or waiver of Lender's rights to prohibit, or restrict, any future modifications requested by Borrower or to enforce any rights or remedies contained in the Note or Security Instrument.
6. **OTHER TERMS.** If any terms of this Agreement are deemed invalid or unenforceable, or otherwise affect a lien priority of the Security Instrument, this Agreement shall immediately terminate and the original terms of the Note and Security Instrument shall apply.





LENDER AND BORROWER AGREE AND ACCEPT THE TERMS OF THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

James B. Towe 02/17/2006  
Borrower: JAMES B. TOWE

Borrower:

Borrower:

Borrower:

**Property Owner Who Is Not a Borrower:**

By signing below, you agree to the terms of this Agreement as it modifies the terms of any mortgage liens held by Citibank against the Property. You are not a "Borrower" and are not personally liable for the indebtedness owed under the Agreement. You agree, however, that Citibank has a claim against the Property for the amounts owed under the terms of this Agreement.

STATE OF ALABAMA, COUNTY OF SHELBY SS:

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that  
James B. Towe  
whose name is signed to the foregoing conveyance and who is known to me, acknowledged before me that, being informed of the contents of the conveyance, he(she)(they) executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 17 day of February, 2006

My Commission Expires: August 19, 2008

Michael A. Escott  
Notary Public [Print Name]

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Aug 19, 2008  
BONDED THRU NOTARY PUBLIC UNDERWRITERS



STATE OF ALABAMA, COUNTY OF SHELBY) SS:

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that on \_\_\_\_\_  
came before me the within named \_\_\_\_\_  
known to me to be the wife of the within named \_\_\_\_\_  
who being examined separate and apart from the husband touching her signature to the within named Mortgage,  
acknowledged that she signed the same of her own free will and accord, and without fear, constraints, or threats on  
the part of the husband.

Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public [Print Name]



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IF MORTGAGOR IS A TRUST:

not personally but solely as trustee as aforesaid

NR

By: \_\_\_\_\_ Title \_\_\_\_\_

STATE OF ALABAMA, COUNTY OF SHELBY) SS:

The foregoing instrument was acknowledged before me a Notary Public in and for said County, in the Commonwealth aforesaid this \_\_\_\_\_ of \_\_\_\_\_ by \_\_\_\_\_ (name of corporation), a \_\_\_\_\_ corporation on behalf of the corporation.

Attest: \_\_\_\_\_ Title: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_ Notary Public \_\_\_\_\_



**citibank<sup>®</sup>**

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Citibank,

By: Jennifer L Curtis

Name: Jennifer L Curtis

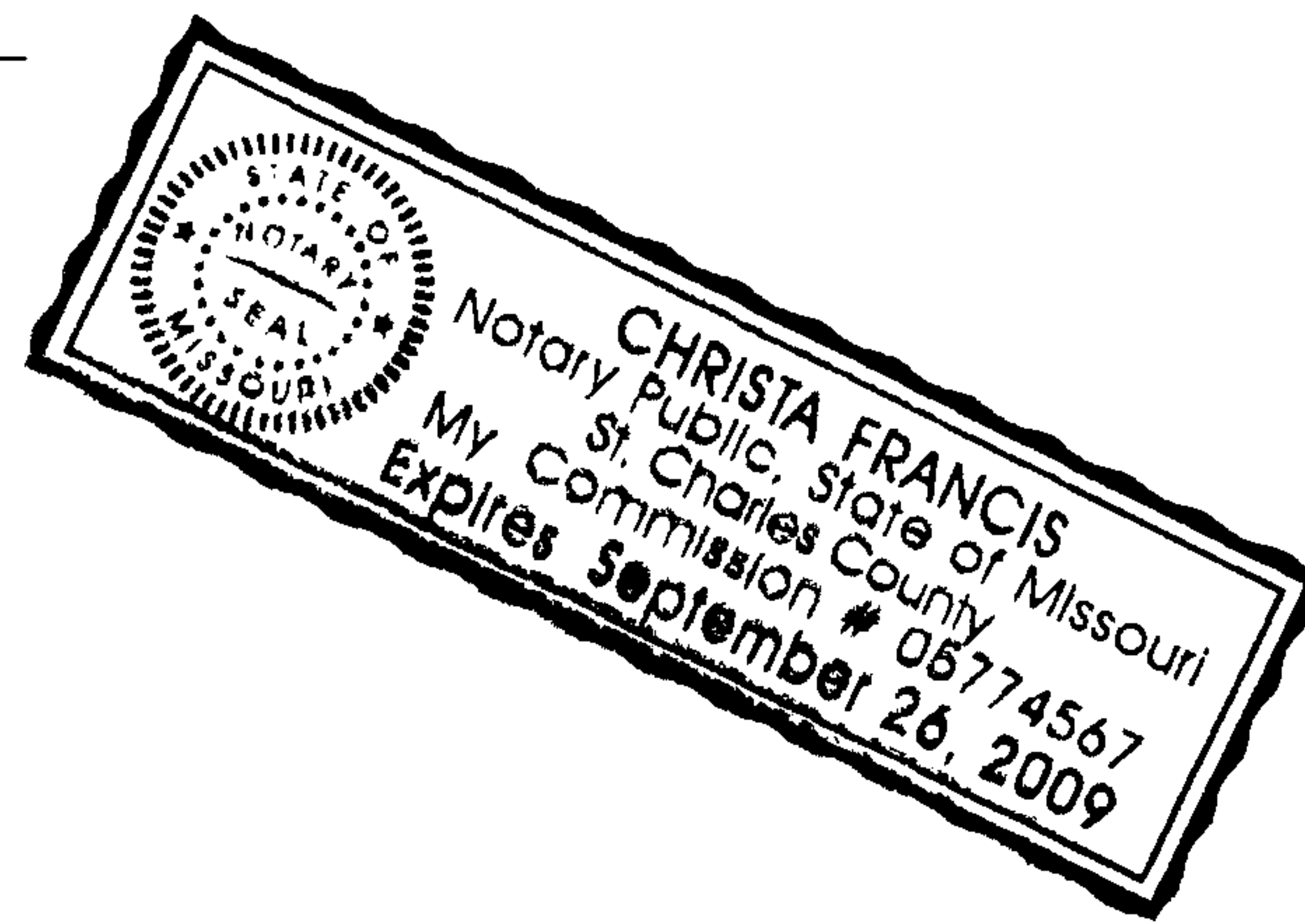
Title: Unit Manager

STATE OF Missouri }  
COUNTY OF St. Louis } SS:

On this 16<sup>th</sup> day of March, in the year 2006, before me  
personally came Jennifer L Curtis to me known,  
who, being by me duly sworn, did depose and say that he/she/they is/are Officer(s) of Citibank herein described and  
which executed the foregoing instrument and that he/she/they signed his/her/their name(s) there to by authority of  
the board of directors of said corporation.

Christa Francis  
Notary Public

My Commission Expires: 9-26-09





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***NOTE AND MORTGAGE MODIFICATION AGREEMENT***  
**RIDER A – PROPERTY DESCRIPTION**

The following described real estate situated in Shelby County, Alabama, to wit:

Lot 1512, according to the Survey of Highland Lake 15th Sector, Eddleman Community, recorded in Map Book 23  
Page 133, in the probate Office of Shelby County, Alabama.

Tax ID: 092090004012-000