WHEN RECORDED MAIL TO:

When recorded mail to:
FIRST AMERICAN TITLE INSURANCE
LENDERS ADVANTAGE
1228 EUCLID AVENUE, SUITE 400
CLEVELAND, OHIO 44115
ATTN: NATIONAL RECORDINGS 1120

20060720000350250 1/3 $167.00
Shelby Cnty Judge of Probate,AL
07/20/2006 09:00:50AM FILED/CERT

This modification of Mortgage prepared by:

Gaesenee Kongsubto
Loan Number: 8035590994
9799199

FUTURE ADVANCE NOTE AND MORTGAGE MODIFICATION AGREEMENT

THIS FUTURE ADVANCE NOTE AND MORTGAGE MODIFICATION AGREEMENT (the "Agreement"), is entered into as of the **29th** day of **June**, 2006 by and between **Joseph T Ritchey** and **Ann M Ritchey**, **Husband and Wife**, (the "Maker"), whose address is **314 Star Trek Dr Pelham, AL 35124**; and COLONIAL BANK, N.A. (the Lender), whose address is **2501 20th Place S Birmingham, AL 35223**

MORTGAGE. Maker and Lender have entered into a mortgage dated **May 1, 1996** (the "Mortgage") recorded in **Shelby** County, State of Alabama, as follows:

Recorded on **May 29, 1996** in Instrument No. 1996-17270, Public Records of **Shelby** County, Alabama.

REAL PROPERTY DESCRIPTION: The Mortgage covers the following described property, (the "Real Property"), located in **Shelby** County, State of Alabama:

LOT 4, ACCORDING TO THE SURVEY OF FIRST ADDITION TO INDIAN CREST ESTATES, AS RECORDED IN MAP BOOK 12, PAGE, 54, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

The Real Property or its address is commonly known as **314 Star Trek Dr Pelham, AL 35124**

MODIFICATION. Maker and Lender hereby modify the Mortgage as follows:

To increase the principal amount from $50,000.00 to $150,000.00; an increase of $100,000.00.

WITNESSETH:

WHEREAS, the Lender has previously made a loan to the Maker in the principal amount of **Fifty- thousand and No/100 Dollars (50,000.00)**, which is evidenced by that certain **Interest Only Equity Line Agreement** (the "Note") dated **May 1, 1996**, made by the Maker and payable to the order of the Lender in the original principal amount of **Fifty- thousand and No/100 Dollars (50,000.00)**; and

WHEREAS, the Lender and the Maker have agreed to reinstate (if applicable), renew, extend and amend the Note and Mortgage, all upon the terms and conditions contained herein.

NOW THEREFORE, in consideration of the premises and the mutual covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby amend the Note and Mortgage as follows:

- **Future Advance.** Borrower has requested an additional **$100,000.00** (herein "Additional Indebtedness") from Lender as a future advance under the Mortgage. The total principal amount of **$150,000.00** under this Future Advance Mortgage and Note Modification Agreement will be subject to and governed by the terms of the original Note and Mortgage except as modified herein.

- **Maturity Date.** The Note and Mortgage is hereby, renewed and the maturity date of the Note and Mortgage is hereby **June 29, 2021** on which date the entire principal balance thereof, together with accrued but unpaid interest thereon, shall be due and payable in full; provided, however, nothing contained herein or elsewhere shall be deemed to impair the right of the Lender to accelerate the principal balance of the Note and demand payment in full at any time after the occurrence of a default until the Note or under any of the other Loan Documents.

NOW THEREFORE, the parties do hereby modify and amend, for good, valuable and sufficient consideration, receipt of which is hereby acknowledged by the undersigned parties, the terms and provisions of the aforementioned Mortgage or Note, as applicable, to the end that it is understood and agreed as follows:

RECITALS

- Promissory Note (the "Note") is dated **May 1, 1996**, in the original amount of **$50,000.00**

- In order to secure the payment of the aforementioned Note, the Mortgagor (among other things) made and executed the above described Mortgage.

- The principal balance of the Loan as of **June 28, 2006** is **$47,465.59**.

- The Mortgagor ratifies and confirms the lien and security of the Mortgage upon and in any and all property, real, personal or mixed, tangible or intangible, now or hereafter encumbered by the Mortgage and grants to the Mortgagee the benefit of the lien upon and security interest in all such property as security for the indebtedness evidenced by Note, as renewed in its entirety as evidenced by this Note and Mortgage Modification Agreement.

- All capitalized terms used herein and not otherwise defined shall have their same respective meanings as defined in the Note or Mortgage.

- Mortgagor is the fee title owner of the Mortgaged Property and none of the Mortgaged Property has been transferred nor has any of same been hypothecated or have liens otherwise been placed thereupon.

- Nothing herein contained or done pursuant hereto shall (i) release, adversely affect, impair or be construed to release, adversely affect or impair the lien, charge, security interest or encumbrance effectuated by the Mortgage or other documents executed in conjunction with the loan evidenced by Note (herein collectively the "Loan Documents") or the priority thereof over other liens, charges, encumbrances or conveyances; (ii) release, adversely affect or impair the liability of any party or parties who may now or hereafter be liable under or on account of the Note(s), Mortgage or other Loan Documents; (iii) release adversely affect or impair any grant or lien or security interest, representation in regard to and/or warranty of title heretofore made by the Mortgagor, all of which shall remain in full force and effect and shall inure to the benefit of the Mortgagee and are hereby reaffirmed and regranted and confirmed to the Mortgagee as modified hereby or simultaneously herewith.

- That all of the other stipulations, terms, provisions and covenants and agreements as contained in the aforesaid Mortgage, Note and/or other Loan Documents shall remain in full force and effect except as herein provided to the contrary or modified in conjunction herewith.

- This agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto.

- Except as modified hereby, the Maker hereby reaffirms and confirms all of the terms, covenants and conditions of the Note and Mortgage.

- All recitals hereinabove set forth are by reference incorporated in and specifically made a part of this agreement as fully as is set forth herein verbatim.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive the Lender's right to require a 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 the Lender to retain as liable as all parties to the Mortgage and all parties, makers and endorsers 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 the Modification or otherwise will not be released by it. The waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

EACH MAKER ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS.

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Shelby Cnty Judge of Probate,AL
07/20/2006 09:00:50AM FILED/CERT

WITNESSES: **MAKER:**

x _____ x _____
Witness Name: Joseph T Ritchey

x _____ x _____
Witness Name: Ann M Ritchey

LENDER:

COLONIAL BANK, N.A.

By: _____
Mark Housel

INDIVIDUAL ACKNOWLEDGEMENT

20060720000350250 3/3 $167.00
Shelby Cnty Judge of Probate, AL
07/20/2006 09:00:50AM FILED/CERT

STATE OF Alabama
SS
COUNTY OF Jefferson

The foregoing instrument was acknowledged before me this 29th day of June, 2006
by JOSEPH T RITCHEY AND ANN M. RITCHEY, HUSBAND & WIFE,
, who is personally known to me or who has produced _____
, as identification and who did/did not take an oath.

(SEAL)

_____
(Notary Signature)

JANICE CAROL THOMAS
(Name of Notary typed, printed, or stamped)

My Commission Expires: FEBRUARY 23, 2008

LENDER ACKNOWLEDGEMENT

STATE OF Alabama
SS
COUNTY OF Jefferson

The foregoing instrument was acknowledged before me this 5 day of July
by Jennifer M. Powell, as _____ of
COLONIAL BANK, N.A. who is personally known to me, and who did/did not take an oath.

(SEAL)

_____
(Notary Signature)

Jennifer M. Powell
(Name of Notary typed, printed, or stamped)

My Commission Expires: MY COMMISSION EXPIRES 8/11/09

RITCHEY
9799199
FIRST AMERICAN LENDERS ADVANTAGE
MODIFICATION AGREEMENT