


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


20060817000401880 1/2 \$74.00
Shelby Cnty Judge of Probate, AL
08/17/2006 08:25:22AM FILED/CERT

This Modification of Mortgage prepared by:

Name: Gaesenee Kongsutbo
Company: Colonial Bank, N.A.
Address: 400 N Tampa St. Suite 1200
Tampa, FL 33602

9931644

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated **July 26, 2006**, is made and executed between **Jerry L Fuller and His Wife, Dorothy L Fuller**, whose address is **6507 Quail Run Dr. Pelham, AL 35124**, (referred to below as "Grantor") and **COLONIAL BANK, N.A.**, whose address is **2998 Pelham Pkwy Pelham, AL 35124** (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated **September 28, 1999**, (the Mortgage") recorded in **Shelby County**, State of **Alabama** as follows:

Recorded on **November 05, 1999** in Instrument **1999-45622** Public Records of **Shelby County, Alabama**.

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

LOT 4, ACCORDING TO THE MAP AND SURVEY OF QUAIL RUN, AS RECORDED IN MAP BOOK 7, PAGE 22, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

The Real Property or its address is commonly known as **6507 Quail Run Dr. Pelham, AL 35124**

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

TO RENEW MORTGAGE IN THE AMOUNT OF \$ 40,000.00 DATED September 28, 1999 and extend the Maturity date to July 26, 2021.

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 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 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.

 FULLER
9931644

FIRST AMERICAN LENDERS ADVANTAGE
MODIFICATION AGREEMENT





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GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED **July 26, 2006.**

WITNESSES:

Printed Name:

Printed Name:

GRANTOR:

Jerry L. Fuller
Jerry L Fuller

Dorothy L. Fuller
Dorothy L Fuller

Lender:

COLONIAL BANK, N.A.

By: Karen Hedges
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ALABAMA

COUNTY OF

The foregoing instrument was acknowledged before me this 26th day of July, 2006, by Jerry L Fuller and Dorothy Fuller, who is personally known to me or who has produced personally known to me as identification and who did / did not take an oath.

{SEAL}

Karen Hedges
(Signature of Person Taking Acknowledgment-Notary)
KAREN HEDGES
(Name of Acknowledged Typed, Printed or Stamped)

LENDER ACKNOWLEDGMENT

STATE OF Alabama

COUNTY OF Shelby

The foregoing instrument was acknowledged before me this 26th day of July, 2006 by He/she is personally known to me or has produced personally known to me as identification and did / did not take an oath.

{SEAL}

Karen Hedges
(Signature or Person Taking Acknowledgment - Notary)
KAREN HEDGES
(Name of Acknowledger typed, Printed or Stamped)