20060922000471480 1/2 $15.00
Shelby Cnty Judge of Probate,AL
09/22/2006 10:35:07AM FILED/CERT

This Instrument Prepared By:
Mark C. Nelson
Nelson & Dorroh, L.L.C.
2216 14th Street
Tuscaloosa, AL 35401
(205) 349-3449

STATE OF ALABAMA §
§
SHELBY COUNTY §

MORTGAGE MODIFICATION

This Mortgage Modification (the "Modification") is made effective as of the 1st day of September, 2006, by and between Alabama Credit Union, ("Lender") and James R. Roeman and wife, Robin D. Roeman (collectively, the "Borrowers").

W I T N E S S E T H:

WHEREAS, the Borrowers have given a mortgage in favor of Lender in the principal amount of Eight Hundred Fifteen Thousand & No/100 ($815,000.00) Dollars, which is recorded at Instrument #20060407000161620, in the Probate Office of Shelby County, Alabama (the "Mortgage") securing the following described real property:

> Lot 803, according to the Survey of Greystone Legacy, 8th Sector, Phase 1, as recorded in Map Book 31, page 14 A, B and C, in the Probate Office of Shelby County, Alabama,

(the "Real Property"); and

WHEREAS, the Borrowers have requested that the Lender increase the mortgage indebtedness to Eight Hundred Twenty-Five Thousand Two Hundred Two & 93/100 ($825,202.93) Dollars which secures a note and note modification of even date (the "New Mortgage Indebtedness"); and

WHEREAS, the Lender has required, as a condition to approving the request for the New Mortgage Indebtedness, that the Borrowers execute and deliver to Lender this Mortgage Modification; and

NOW, THEREFORE, for valuable consideration and the mutual covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the Borrowers and the Lender, intending to be legally bound, agree that the Mortgage is, effective as of the 1st day of September, 2006, hereby amended as follows:

1. The Mortgage shall be modified to secure the sum of Eight Hundred Twenty-Five Thousand Two Hundred Two & 93/100 ($825,202.93) Dollars.

2. The Mortgage and this Mortgage Modification shall secure the payment of all advances heretofore or from time to time hereafter made by the Lender to the Borrowers under the Note, New Note and/or any Note Modifications.

3. Except as specifically amended herein, the Mortgage shall remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have executed this Mortgage Modification effective as of the 1st day of September, 2006.

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Lender:

Alabama Credit Union

By: _____

It's President

Borrower

_____
James R. Roeman

_____
Robin D. Roeman

STATE OF ALABAMA §
§ ss.
Tuscaloosa COUNTY §

I, the undersigned notary public in and for said county in and for said state, hereby certify that Stephen K Swofford whose name as President of Alabama Credit Union, a 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 the foregoing instrument, he, as such officer, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and official seal on this the 1st day of September, 2006.

_____
Notary Public
My Commission Expires: 8/24/08

STATE OF ALABAMA §
§ ss.
Tuscaloosa COUNTY §

I, the undersigned notary public in and for said county in and for said state, hereby certify that James R. Roeman and Robin D. Roeman, 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 the foregoing instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal on this the 1st day of September, 2006.

_____
Notary Public
My Commission Expires: 8/24/08