

20060929000484670 1/4 \$87.00  
Shelby Cnty Judge of Probate, AL  
09/29/2006 02:44:04PM FILED/CERT

**WHEN RECORDED MAIL TO:**

When recorded mail to:  
First American Title Insurance Co.,  
Lenders Advantage  
1100 Superior Avenue, Suite 200  
Cleveland, Ohio 44114  
ATTN: NATIONAL RECORDINGS

**This modification of Mortgage prepared by:**

**Lindy Saldana**  
**Bank 01 Branch 013**  
**Loan Number: 8037173278**

*10110615*

**FUTURE ADVANCE NOTE AND MORTGAGE MODIFICATION AGREEMENT**

**THIS FUTURE ADVANCE NOTE AND MORTGAGE MODIFICATION AGREEMENT** (the "Agreement"),

is entered into as of the 16th day of August, 2006 by and between  
Matthew Turpin and wife, Angela C. Jackson A/K/A, Angela C. Turpin,  
as Joint tenants, with right of survivorship  
, (the "Maker"), whose address is 10107 Chelsea Rd, Chelsea, AL 35043 ;  
and COLONIAL BANK, N.A. (the Lender), whose address is 2501 20th Place So., Birmingham, AL 35223

**MORTGAGE.** Maker and Lender have entered into a mortgage dated April 18, 2005 (the  
"Mortgage") recorded in Shelby County, State of Alabama as follows:

Recorded on April 28, 2005 in Instrument No. 2005042 8000203870  
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

**See Exhibit "A"**

The Real Property or its address is commonly known as 10107 Chelsea Rd, Chelsea, AL 35043

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

**To increase the principal amount from \$20,000.00 to \$44,000.00; an increase of \$24,000.00.**

**WITNESSETH:**

**WHEREAS**, the Lender has previously made a loan to the Maker in the principal amount of  
Twenty Thousand and NO/100 Dollars (\$20,000.00), which is evidenced by  
that certain Equity Line (the "Note") dated April 18, 2005  
, made by the Maker and payable to the order of the Lender in the original principal amount of  
Twenty Thousand and NO/100 Dollars (\$20,000.00); 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 \$24,000.00 (herein "Additional  
Indebtedness") from Lender as a future advance under the Mortgage. The total principal amount of  
\$44,000.00 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 August 16, 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,

*M7*

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 April 18, 2005, in the original amount of \$20,000.00.
- 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 August 14, 2006 is \$0.00.
- 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.**

WITNESSES:

x Bonnie H. Richards  
Witness Name:  
x Bonnie H. Richards  
Witness Name:

MAKER:

x Matthew Turpin  
Matthew Turpin  
x Angela C. Jackson A/K/A Angela C. Turpin  
Angela C. Jackson A/K/A Angela C. Turpin

LENDER:

COLONIAL BANK, N.A.  
By: Bonnie H. Richards

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF ALABAMA

COUNTY OF SHELBY

The foregoing instrument was acknowledged before me this 16th day of August, 2006  
by Matthew Turpin and Angela C. Turpin,  
who is personally known to me or who has produced Drivers License,  
as identification and who did/did not take an oath.

(SEAL)

Gay Todd  
(Notary Signature)

GAY Todd  
(Name of Notary typed, printed, or stamped)

My Commission Expires: 10-07-07

LENDER ACKNOWLEDGEMENT

STATE OF ALABAMA

COUNTY OF SHELBY

The foregoing instrument was acknowledged before me this 16th day of August, 2006  
by BONNIE H. RICHARDS, as VICE PRESIDENT of  
COLONIAL BANK, N.A. who is personally known to me, and who did/did not take an oath.

(SEAL)

Gay Todd  
(Notary Signature)

GAY Todd  
(Name of Notary typed, printed, or stamped)

My Commission Expires: 10-07-07



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EXHIBIT A

SITUATED IN THE COUNTY OF SHELBY AND STATE OF ALABAMA:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 2, TOWNSHIP 20 SOUTH, RANGE 1 WEST, THENCE RUN SOUTH ALONG THE WEST LINE OF SAID SECTION A DISTANCE OF 48.51 FEET, THENCE TURN AN ANGLE OF 34 DEGREES 55 MINUTES 36 SECONDS TO THE LEFT AND RUN A DISTANCE OF 2,132.31 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF SHELBY COUNTY HIGHWAY NUMBER 47, THENCE TURN AN ANGLE OF 20 DEGREES 45 MINUTES 51 SECONDS TO THE RIGHT AND RUN ALONG SAID HIGHWAY RIGHT OF WAY A DISTANCE OF 157.47 FEET, THENCE TURN AN ANGLE OF 2 DEGREES 27 MINUTES 41 SECONDS TO THE RIGHT AND RUN A DISTANCE OF 154.90 FEET; THENCE TURN AN ANGLE OF 75 DEGREES 12 MINUTES 20 SECONDS TO THE RIGHT AND RUN A DISTANCE OF 328.54 FEET, THENCE TURN AN ANGLE OF 73 DEGREES 57 MINUTES 50 SECONDS TO THE RIGHT AND RUN A DISTANCE OF 80.64 FEET, THENCE TURN AN ANGLE OF 74 DEGREES 18 MINUTES 30 SECONDS TO THE RIGHT AND RUN A DISTANCE OF 132.05 FEET, THENCE TURN AN ANGLE OF 28 DEGREES 46 MINUTES 22 SECONDS TO THE RIGHT AND RUN A DISTANCE OF 281.35 FEET TO THE POINT OF BEGINNING. SITUATED IN SECTION 2, TOWNSHIP 20 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA.

Permanent Parcel Number: 151020001003004  
MATTHEW TURPIN AND ANGELA C. JACKSON, AS JOINT TENANTS,  
WITH RIGHT OF SURVIVORSHIP

1017 CHELSEA ROAD, CHELSEA AL 35043  
Loan Reference Number : 8037173278/0113  
First American Order No: 10110615  
Identifier: FIRST AMERICAN LENDERS ADVANTAGE

 TURPIN  
10110615

FIRST AMERICAN LENDERS ADVANTAGE  
MODIFICATION AGREEMENT

