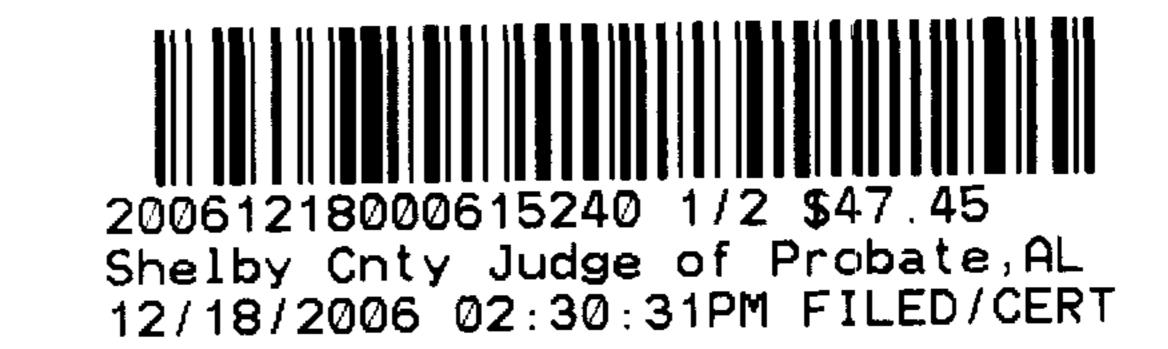
# STATE OF ALABAMA SHELBY COUNTY



### MORTGAGE MODIFICATION AGREEMENT

This Modification Agreement is made and entered into this the 22<sup>nd</sup> day of November 2006, by and between Zachary Burger, an individual ("Borrowers"), and First Commercial Bank, Huntsville, Alabama ("Lender").

#### WITNESSETH:

WHEREAS, on or about November 22, 2006, Borrowers executed a note ("Note") in favor of Lender in the original principal amount of Thirty Two Thousand Three Hundred Twenty and NO/100 Dollars (\$ 32,320.00); and

WHEREAS, on or about November 22, 2006, Borrowers also executed a Home Equity Line of Credit Mortgage ("Mortgage") in the amount of Thirty Two Thousand Three Hundred Twenty and NO/100 Dollars (\$ 32,320.00 in favor of Lender conveying the real property set out in Exhibit "A" attached hereto as security for the Note; and

WHEREAS, the Mortgage was recorded on Just# 2006/2/80006/5230 and Page \_\_\_\_\_, in the Probate Records of Shelby County, Alabama; and

WHEREAS, the parties have modified the Note to increase the principal and any unpaid interest by Twenty Two Thousand Two Hundred Six and NO/100 (\$22,206.00) to Fifty Four Thousand Five Hundred Twenty Six and NO/100 Dollars (\$54,526.00); and

WHEREAS, the parties desire to amend and modify the Mortgage to reflect the new principal balance owed.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do herein agree that the Mortgage shall be modified as follows:

The principal amount of the indebtedness under said Mortgage is increased by Twenty Two Thousand Two Hundred Six and NO/100 (\$22,206.00) to Fifty Four Thousand Five Hundred Twenty Six and NO/100 Dollars (\$54,526.00); and

All other terms and conditions of the Mortgage not herein specifically amended and modified shall remain in full force and effect as originally set forth in the Mortgage. Nothing contained herein shall be understood or construed to be a satisfaction or release in whole or in part of the Mortgage.

Borrowers herein represents and warrants that it is not in default under the terms of the Mortgage and further that is knows of no event that has occurred which would constitute an event of default under the terms of the Mortgage.

IN WITNESS WHEREOF, the undersigned party has set its hand and affixed its seal as of the day and date first written above.

LENDER:

First Commercial Bank of Huntsville

By:

BORROWER(S):

Zachary Burger

Its:

## STATE OF ALABAMA

20061218000615240 2/2 \$47.45 Shelby Cnty Judge of Probate, AL 12/18/2006 02:30:31PM FILED/CERT

#### COUNTY OF SHELBY

I, the undersigned authority, a Notary Public, in and for said County in said State, hereby certify that Zachary Burger, whose name is signed to the foregoing Mortgage Modification. Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, executed the same voluntarily on the day the same bears date.

GIVEN, under my hand and seal this 22 day of November 2006. NOTARY PUBLIC My Commission Expires: STATE OF ALABAMA COUNTY OF I, the undersigned authority, a Notary Public, in and for said County in said State, hereby certify that for FIRST whose name as COMMERCIAL BANK OF HUNTSVILLE, a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Mortgage Modification Agreement, she in her capacity, executed the same voluntarily on the day the same bears date. GIVEN, under my hand and seal this 2006. day of NOTARY PUBLIC My Commission Expires:

Kelumood

Document prepared by John Blaha of First Commercial Bank of Huntsville, 301 Washington St., Huntsville, AL. 35801