


This document prepared by:  
CitiMortgage, Inc.  
5280 Corporate Drive #4112  
Frederick, MD 21703  
Attn: Joy Sentz, Personal and Confidential  
Loan #2003449109

  
20070327000138650 1/4 \$20.00  
Shelby Cnty Judge of Probate, AL  
03/27/2007 04:41:35PM FILED/CERT

**WHEN RECORDED RETURN TO:**



**RECORD-CHECK SERVICES, INC.**  
4515 Poplar Ave. #527  
Memphis, TN 38117

**MODIFICATION OF MORTGAGE AND PARTIAL RELEASE AGREEMENT**

This Agreement, made this 7th day of March, 2007, by and between Billy Ralph Ferguson and Penelope Moore Ferguson, Husband and Wife, hereinafter called Mortgagor, Mortgage Electronic Registration Systems, Inc., MERS solely as nominee for CitiMortgage, Inc., hereinafter called Mortgagee;

**WITNESSETH:**

THAT WHEREAS, On the 6th day of February, 2006, Mortgagor did make, execute and deliver to Mortgagee, that certain Mortgage recorded, as Document No 20060216000077460, of Official Records of Shelby County, State of Alabama securing a Promissory Note dated February 6, 2006, for \$367,000.00, in favor of Mortgage Electronic Registration Systems, Inc., MERS solely as nominee for Home Loan Center, Inc., dba Lending Tree Loans, Mortgagee and covering the following described property:

See Exhibit "A" attached hereto and made a part hereof

AND WHEREAS, The parties hereto desire to modify and supplement said Mortgage. Now, Therefore, for value received, the parties hereto do hereby modify said Mortgage by modifying the legal description of said Mortgage to:

See Exhibit "B", attached hereto and made a part hereof

AND WHEREAS, Mortgagee hereby reconveys to the persons legally entitled thereto, the real property first above described (Exhibit "A").

Furthermore, Mortgagor does hereby grant and convey the last above described real property (Exhibit "B") to Mortgagee under said Mortgage together with power of sale and subject to each and all of the terms and conditions of said Mortgage, including this modification and supplement thereto, and;

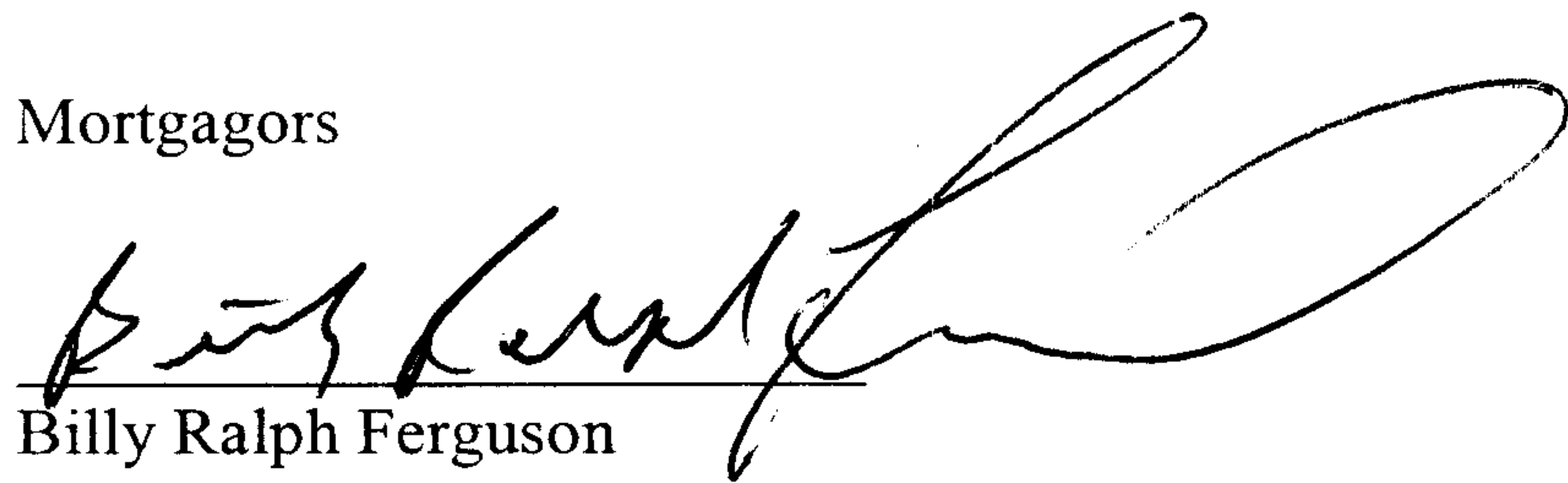
It is further agreed, by and between the parties hereto that in all other respects not inconsistent herewith the terms of said Mortgage which is incorporated herein by references thereto shall remain in full force and effect, and be binding hereon, said Mortgage as herein modified and supplemented shall constitute one Mortgage.

This agreement shall inure to and bind the heirs, devisees, successors and assigns of the parties hereto.


IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first written above.

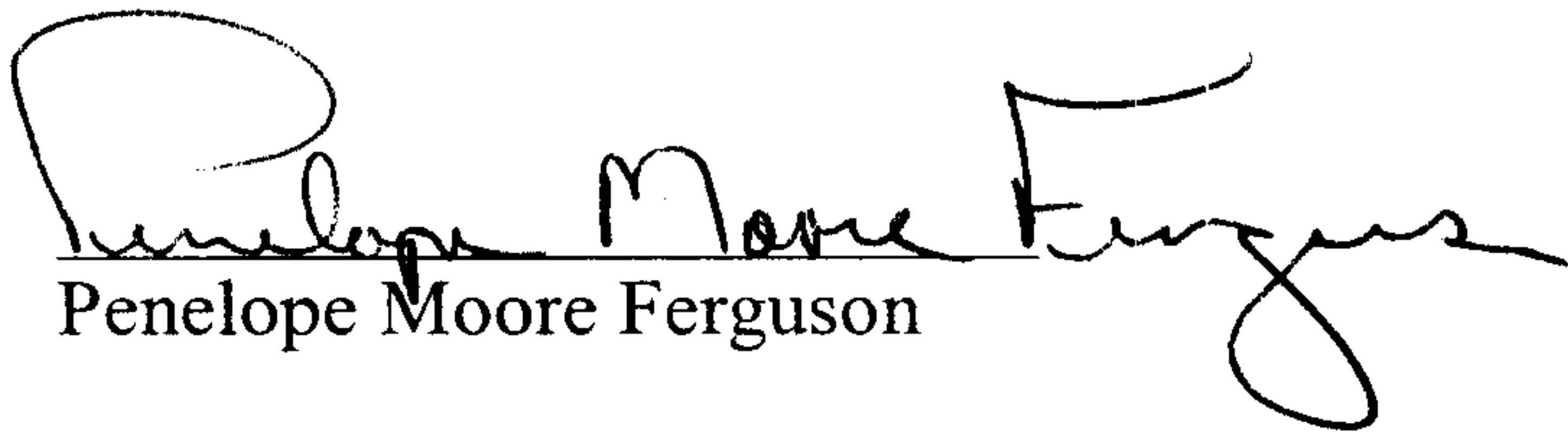
ALA 7.716


Mortgagors

  
Billy Ralph Ferguson

Mortgage Electronic Registration Systems, Inc.  
Solely as nominee for CitiMortgage

  
Martha S. Boone, Vice President

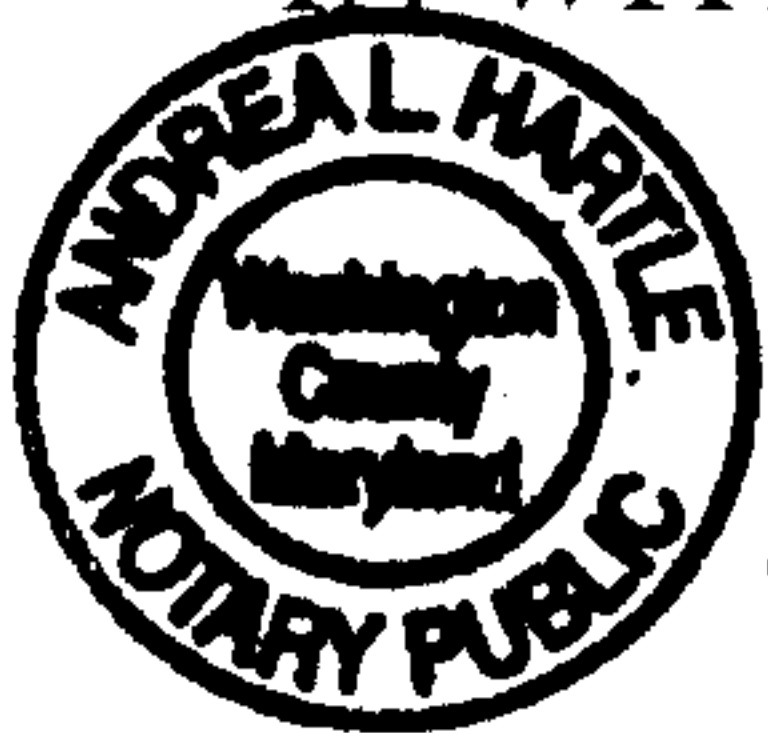
  
Penelope Moore Ferguson

  
20070327000138650 2/4 \$20.00  
Shelby Cnty Judge of Probate, AL  
03/27/2007 04:41:35PM FILED/CERT

STATE OF MARYLAND }  
COUNTY OF FREDERICK } SS:

On this 7th day of March, 2007, before me, the undersigned, personally appeared Martha S. Boone, Vice President of Mortgage Electronic Registration Systems, Inc. solely as nominee for CitiMortgage, known to me to be the person whose name is subscribed to within the instrument and acknowledge that she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



ANDREA L. HARTLE  
Washington County  
State of Maryland  
My Commission Expires May 11, 2010

NOTARY PUBLIC

  
Andrea L. Hartle

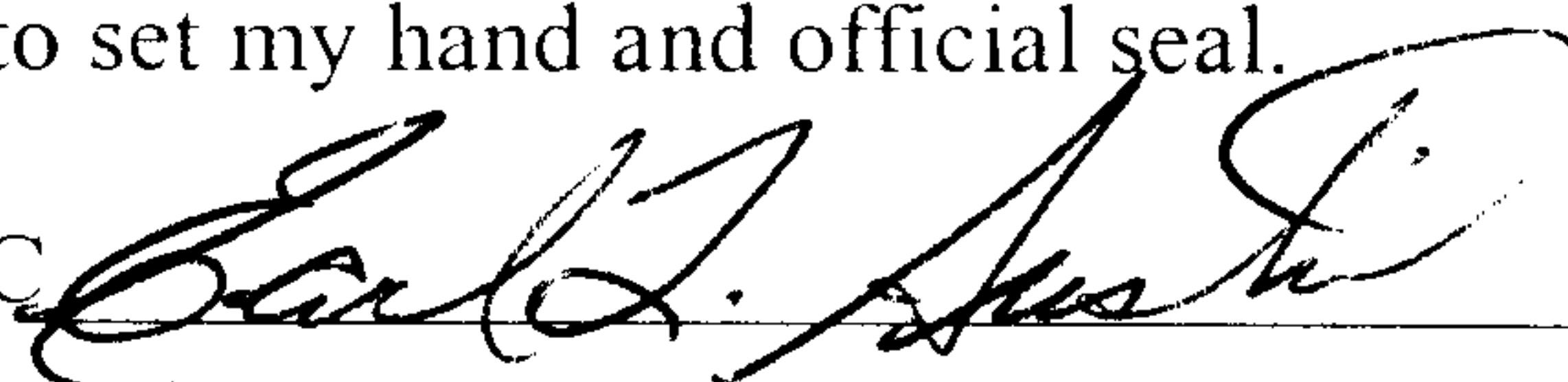
MY COMMISSION EXPIRES: May 11, 2010

STATE OF ALABAMA }  
COUNTY OF SHELBY } SS:

On 19 MARCH 2007, before me, EARL L. AUSTIN, Notary Public personally appeared BILLY RALPH FERGUSON + PENELOPE MOORE FERGUSON personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed same in her capacity, and that her signature on the instrument the person or entity upon behalf of which the person acted, executed the instrument.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC



MY COMMISSION EXPIRES: 2/28/2009

MIN: 100196800030484351  
(888) 679-MERS






20070327000138650 3/4 \$20.00  
Shelby Cnty Judge of Probate, AL  
03/27/2007 04:41:35PM FILED/CERT

Exhibit A

LOT 2, ACCORDING TO THE SURVEY OF BROOSHIRE, SECOND SECTOR,  
A PRIVATE, SINGLE FAMILY, RESIDENTIAL, ESTATE OF LOT,  
SUBDIVISION, AS RECORDED IN MAP BOOK 16, PAGE 65 IN THE  
PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN  
SHELBY COUNTY, ALABAMA.

**Order Number: 8950474119**

  
20070327000138650 4/4 \$20.00  
Shelby Cnty Judge of Probate, AL  
03/27/2007 04:41:35PM FILED/CERT

**Borrower's Name: FERGUSON**

**Exhibit B**

**LOT 8, ACCORDING TO THE SURVEY OF BROOKSHIRE, SECOND  
SECTOR, A PRIVATE, SINGLE FAMILY, RESIDENTIAL, ESTATE LOT,  
SUBDIVISION, AS RECORDED IN MAP BOOK 16, PAGE 65 IN THE  
PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN  
SHELBY COUNTY, ALABAMA.**