

20070412000170660 1/4 \$96.00
Shelby Cnty Judge of Probate, AL
04/12/2007 02:46:04PM FILED/CERT



LLOYD, MARK W AKA L

Record and Return To:
Fiserv Lending Solutions
600A N. John Rodes Blvd
MELBOURNE, FL 32934

(Space Above This Line For Recording Data)

LOAN NUMBER: 5000025980

MODIFICATION AGREEMENT - MORTGAGE

THIS MODIFICATION AGREEMENT ("Agreement") is made this ³⁰~~29~~th day of March, 2007, between Mark W. Lloyd, a/k/a Mark William Lloyd, a married man, whose address is 1023 Bluestone Way, Birmingham, Alabama 35242 ; and Stephanie Lloyd, a married woman, whose address is 1023 Bluestone Way, Birmingham, Alabama 35242 ("Borrower"), and Nexity Bank whose address is 3500 Blue Lake Drive, Suite 330, Birmingham, Alabama 35243 ("Lender").

Nexity Bank and Borrower entered into a Mortgage dated February 24, 2006 and recorded on March 21, 2006, in Book LR200605, Page 14542, records of County of Shelby, State of Alabama ("Mortgage"). The Mortgage covers the following described real property:

Address: 1023 Bluestone Way, Birmingham, Alabama 35242

Legal Description: See attached Schedule/Exhibit "A".

Parcel ID/Sidwell Number: 09-2-04-0-007-001.000

It is the express intent of the Borrower and Lender to modify the terms and provisions set forth in the Mortgage. Borrower and Lender hereby agree to modify the Mortgage as follows:

- Mortgage modified on 04/22/2006 increasing the current line of credit limit of \$175,000.00 to \$250,000.00. Mortgage being modified again today to increase said amount to \$300,000.00. Taxable amount: \$50,000.00.

Borrower and Lender agree that the Mortgage, including such changes, modifications, and amendments as set forth herein, shall remain in full force and effect with respect to each and every term and condition thereof and nothing herein contained shall in any manner affect the lien of the Mortgage on the Property. Nothing contained herein shall in any way impair the Mortgage or the security now held for the indebtedness thereunder, or alter, waive, annul, vary, or affect any provision, term, condition, or covenant therein, except as herein provided, nor affect or impair any rights, powers, privileges, duties, or remedies under the Mortgage, it being the intent of Borrower and Lender that the terms and provisions thereof shall continue in full force and effect, except as specifically modified herein. Nothing in this Agreement shall constitute a satisfaction of the promissory note or notes, or other credit agreement or agreements secured by the Mortgage.

Lender's consent to this Agreement does not waive Lender's right to require strict performance of the Mortgage modified above, nor obligate Lender to make any future modifications. Any guarantor or cosigner shall not be released by virtue of this Agreement.

If any Borrower who signed the original Mortgage does not sign this Agreement, then all Borrowers signing below acknowledge that this Agreement is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Agreement 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.

This Agreement shall be binding upon the heirs, successors, and assigns with respect to parties hereto. Whenever used, the singular shall include the plural, the plural, the singular, and the use of any gender shall be applicable to all genders.

ORAL AGREEMENTS DISCLAIMER. This Agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

By signing below, Borrower and Lender acknowledge that they have read all the provisions contained in this Agreement, and that they accept and agree to its terms.

Mark W. Lloyd 3/30/07
Mark W. Lloyd Date

Stephanie Lloyd 3/30/07
Stephanie Lloyd Date

Witnessed by:

Name: Date

Name: Date

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, MICHAEL GOLDSTEIN NOTARY PUBLIC, do hereby certify that Mark W. Lloyd; Stephanie Lloyd; whose names are signed to the foregoing and who are known to me, acknowledged before me on this day that, being informed of the contents of the Assignment, they executed the same, voluntarily, on the day the same bears date. Given under my hand this 30th DAY OF MARCH 2007.

My commission expires: Aug 1, 2008

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Aug 1, 2008
BONDED THRU NOTARY PUBLIC UNDERWRITERS

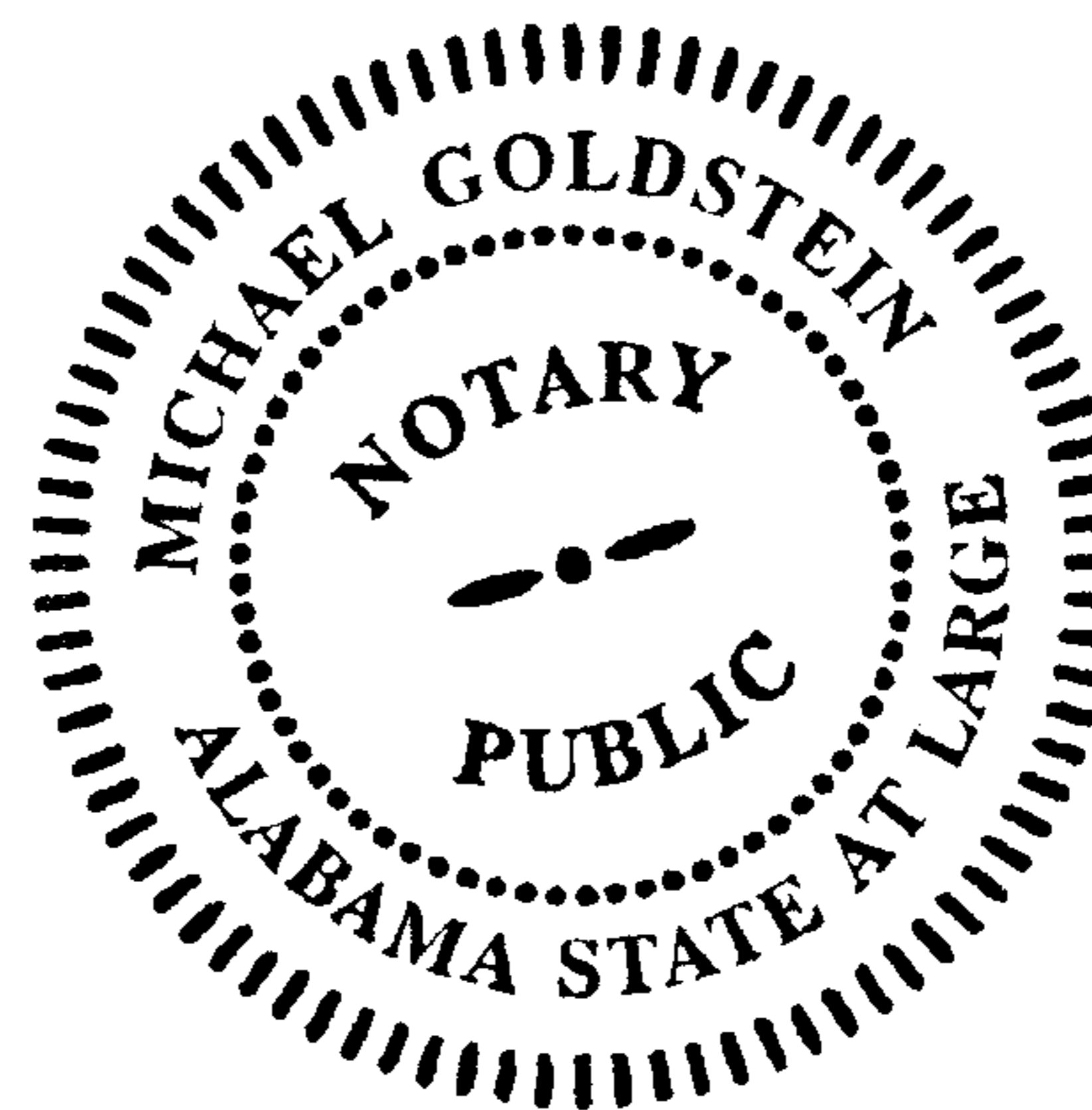
Michael Goldstein
MICHAEL GOLDSTEIN
MY COMMISSION EXPIRES AUGUST 1, 2008

(Official Seal)

LENDER: Nexity Bank

William Burnett 3/20/07
By: William Burnett Date

Its: Consumer Loan Center Manager



BUSINESS ACKNOWLEDGMENT

20070412000170660 3/4 \$96.00
Shelby Cnty Judge of Probate, AL
04/12/2007 02:46:04PM FILED/CERT

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

On this the 30TH DAY OF MARCH 2007, before me, MICHAEL GOLDSTEIN, a NOTARY PUBLIC, personally appeared William Burnett, Consumer Loan Center Manager on behalf of Nexity Bank, a(n) Financial Institution, to me personally known or who having proved to me on the basis of satisfactory evidence to be the person whose name is subscribed within this instrument and who acknowledged that he/she holds the position set forth and that he/she is being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the Financial Institution by himself/herself as Consumer Loan Center Manager of Nexity Bank, and that the foregoing instrument is the voluntary act and deed of the Financial Institution.

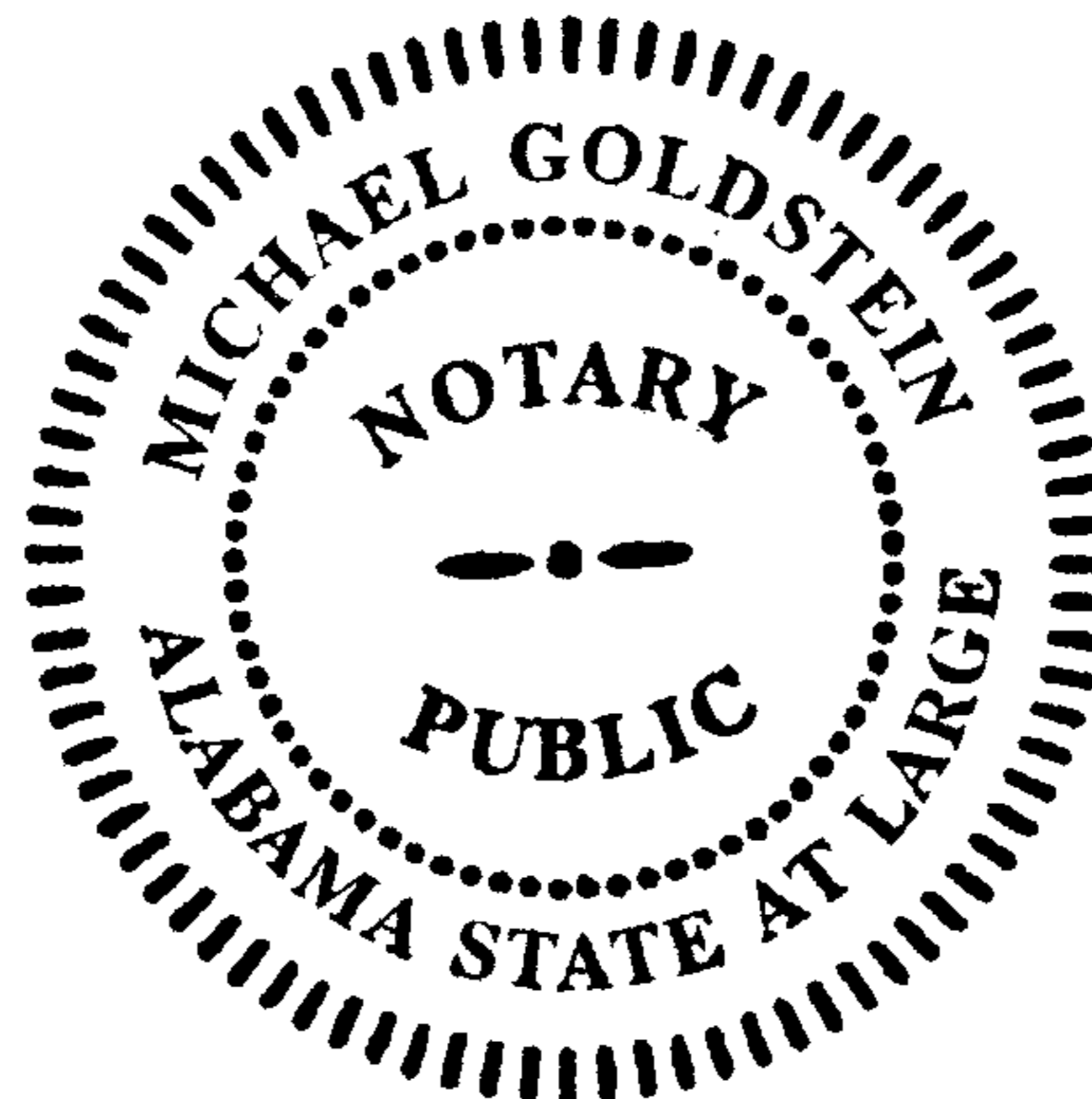
In witness whereof, I hereunto set my hand and official seal.

My commission expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Aug 1, 2008
BONDED THRU NOTARY PUBLIC UNDERWRITERS


MICHAEL GOLDSTEIN
MY COMMISSION EXPIRES AUGUST 1, 2008

(Official Seal)



THIS INSTRUMENT PREPARED BY:
Nexity Bank - Lynn Boyd
3500 Blue Lake Drive, #330
Birmingham, AL 35243

~~AFTER RECORDING RETURN TO:~~
Nexity Bank - Eric Eason
3500 Blue Lake Drive, #330
Birmingham, AL 35243

20070412000170660 4/4 \$96.00
Shelby Cnty Judge of Probate, AL
04/12/2007 02:46:04PM FILED/CERT

H095FV48

SCHEDULE A

THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN SHELBY COUNTY,
ALABAMA, TO WIT:

LOT 1242, ACCORDING TO THE SURVEY OF HIGHLAND LAKES, AS
RECORDED IN MAP BOOK 33 PAGE 11, IN THE PROBATE OFFICE OF SHELBY
COUNTY, ALABAMA.

KNOWN: 1023 BLUESTONE WAY