

**RECORDATION REQUESTED BY:**

First American Bank  
Hoover Crossings  
2720 John Hawkins Parkway  
Hoover, AL 35244

20070822000395650 1/2 \$140.00  
Shelby Cnty Judge of Probate, AL  
08/22/2007 10:14:59AM FILED/CERT

**WHEN RECORDED MAIL TO:**

First American Bank  
Hoover Crossings  
2720 John Hawkins Parkway  
Hoover, AL 35244

**SEND TAX NOTICES TO:**

James V. West, III  
Mary Alice West  
7007 Montrose Road  
Birmingham, AL 35242

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

**MODIFICATION OF MORTGAGE**

**THIS MODIFICATION OF MORTGAGE** dated August 6, 2007, is made and executed between James V. West, III and Mary Alice West, Husband and Wife (referred to below as "Grantor") and First American Bank, whose address is 2720 John Hawkins Parkway, Hoover, AL 35244 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated June 20, 2007 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Instrument #20070720000339360 Shelby County, AL .

**REAL PROPERTY DESCRIPTION.** The Mortgage covers the following described real property located in Shelby County, State of Alabama:

Lot 5, according to the Survey of Greystone, 7th Sector, Phase V, as recorded in Map Book 23, Page 61, in the Probate Office of Shelby County, Alabama.

The Real Property or its address is commonly known as 7007 Montrose Road, Birmingham, AL 35242.

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

Principal Increase from \$150,000.00 to \$234,000.00.

**CONTINUING VALIDITY.** Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require 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 Lender to retain as liable all parties to the Mortgage and all parties, makers and endorser 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 this Modification 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.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED AUGUST 6, 2007.**

**THIS MODIFICATION IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MODIFICATION IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.**

**GRANTOR:**

X  (Seal)  
James V. West, III

X  (Seal)  
Mary Alice West

**LENDER:**

**FIRST AMERICAN BANK**

X  (Seal)  
Patrick Carlton, Vice President

This Modification of Mortgage prepared by:

Name: Patrick Carlton/syg, Vice President  
Address: 2720 John Hawkins Parkway  
City, State, ZIP: Hoover, AL 35244

MODIFICATION OF MORTGAGE  
(Continued)

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INDIVIDUAL ACKNOWLEDGMENT



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STATE OF Alabama )  
 ) SS  
COUNTY OF Jefferson )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **James V. West, III**, whose name 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 said Modification, he or she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 6th day of August, 20 07.

Sonja Yvette Garrett  
Notary Public

My commission expires NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: July 1, 2009  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama )  
 ) SS  
COUNTY OF Jefferson )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **Mary Alice West**, whose name 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 said Modification, he or she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 6th day of August, 20 07.

Sonja Yvette Garrett  
Notary Public

My commission expires NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: July 1, 2009  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

LENDER ACKNOWLEDGMENT

STATE OF Alabama )  
 ) SS  
COUNTY OF Jefferson )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that First American Bank a corporation, is signed to the foregoing Modification and who is known to me, acknowledged before me on this day that, being informed of the contents of said Modification of Mortgage, he or she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 6th day of August, 20 07.

Sonja Yvette Garrett  
Notary Public

My commission expires NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: July 1, 2009  
BONDED THRU NOTARY PUBLIC UNDERWRITERS