

RECORDATION REQUESTED BY:

Compass Bank  
BHAM PELHAM  
3080 PELHAM PLAZA, HWY 31 SO  
PELHAM, AL 35124

20070921000444240 1/3 \$50.15  
Shelby Cnty Judge of Probate, AL  
09/21/2007 10:44:08AM FILED/CERT

WHEN RECORDED MAIL TO:

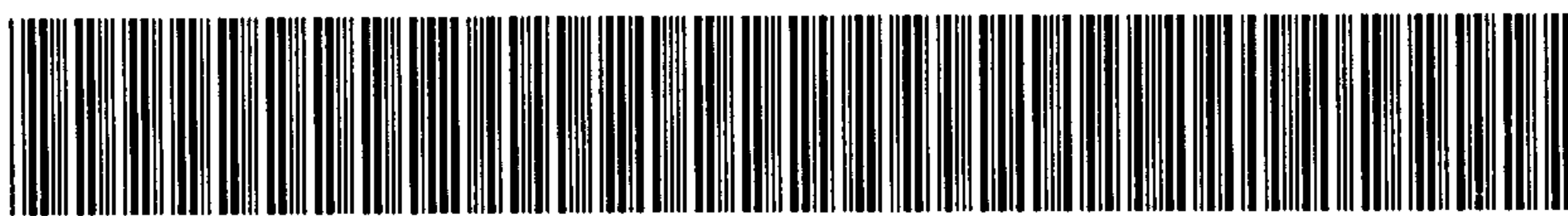


Record and Return To:  
Fiserv Lending Solutions  
600A N. John Rodes Blvd  
MELBOURNE, FL 32934

HOLSOMBACK, BOBBY W

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE



\*07700004355760001184698TSYS0740\*

THIS MODIFICATION OF MORTGAGE dated August 31, 2007, is made and executed between BOBBY HOLSOMBACK AND SPOUSE, ALICE HOLSOMBACK, WHOSE ADDRESS IS 174 BRANTLEYVILLE RD MAYLENE AL 35114 (referred to below as "Grantor") and Compass Bank, whose address is 3080 PELHAM PLAZA, HWY 31 SO, PELHAM, AL 35124 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated August 23, 2006 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

RECORDED 9/19/2006, INSTRUMENT/FILM NUMBER 20060919000463240, JUDGE OF PROBATE SHELBY COUNTY.

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

See Attached Schedule A

The Real Property or its address is commonly known as 174 BRANTLEYVILLE RD, MAYLENE, AL 35114.

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

The original Mortgage, Deed of Trust, or Security Deed referenced above secures a home equity revolving line of credit. The \$17,900.00 principal amount of the line of credit secured by the original Mortgage, Deed of Trust or Security Deed is changed to \$40,000.00 and this change in the principal amount is evidenced by a Credit Agreement executed by some or all of the Grantors and dated the same date as this Modification. The Credit Agreement executed with this Modification and this Modification do not change the maturity date of the original Mortgage, Deed of Trust, or Security Deed.

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.

ERRORS AND OMISSIONS. The parties agree agrees that if deemed necessary by Lender or any agent closing the loan, change in terms, or renewal in conjunction with this Modification ("the Loan"), Lender or the agent may correct and adjust this document and any other documents executed in connection with the Loan ("Related Documents") on behalf of any other party, as if such other party were making the correction or adjustment, in order to correct clerical errors. A clerical error is information in a document that is missing or that does not reflect accurately another party's agreement with Lender at the time the document was executed. If any such clerical errors are material changes, the other party agrees to fully cooperate in correcting such errors within 30 days of the date of mailing by Lender of a request to do that. Any change in the documents after they are signed to reflect a change in the agreement of the parties is an "alteration" or "amendment," which must be in writing and signed by the party that will be bound by the change.

JURISDICTION. Except as otherwise provided, any legal action or proceeding arising out of or relating to the loan or other extension of credit secured by this instrument, or to enforce and defend any rights, remedies, or provisions contained in this instrument, (a "Proceeding") shall be instituted in the federal court for or the state court sitting in the county where Lender's office that made this loan is located. With respect to any Proceeding, brought by or against Lender, each of the other parties hereto, to the fullest extent permitted by law: (i) waives any objections that each such party may now or hereafter have based on venue and/or forum non conveniens of any Proceeding in such court; and (ii) irrevocably submits to the jurisdiction of any such court in any Proceeding. Notwithstanding anything to the contrary herein, Lender may commence legal proceedings or otherwise proceed against any other party in any other jurisdiction if determined by Lender to be necessary in order to fully enforce or exercise any right or remedy of Lender relating to this loan including without limitation realization upon collateral that secures this loan.

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 31, 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 Bobby W. Holsomback (Seal)  
BOBBY W. HOLSOMBACK

x Mary Alice Holsomback (Seal)  
MARY ALICE HOLSOMBACK

LENDER:

COMPASS BANK

x [Signature] (Seal)  
Authorized Signer



This Modification of Mortgage prepared by:

Name: SANDRA ROSBOROUGH, Document Preparer  
Address: P.O. Box 10343  
City, State, ZIP: Birmingham, AL 35203

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama )  
 ) SS  
COUNTY OF Shelby )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **BOBBY W HOLSOMBACK** and **MARY ALICE HOLSOMBACK**, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of said Modification, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 5<sup>th</sup> day of September, 2007.

Natalie A. Porton  
Notary Public

MY COMMISSION EXPIRES JULY 8, 2011

My commission expires \_\_\_\_\_

LENDER ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that \_\_\_\_\_ 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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public

My commission expires \_\_\_\_\_

20070921000444240 2/3 \$50.15  
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## SCHEDULE A

20070921000444240 3/3 \$50.15  
Shelby Cnty Judge of Probate, AL  
09/21/2007 10:44:08AM FILED/CERT

THE FOLLOWING REAL PROPERTY SITUATE IN COUNTY OF SHELBY AND STATE OF ALABAMA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF L.V. MAGORS LAND AND RUNNING EAST 150 FEET; THENCE SOUTH 225 FEET TO THE LINE OF CLYDE RASCO; THENCE 150 FEET WEST PARALLEL WITH CLYDE RASCO LAND LINE TO THE SOUTHEAST CORNER OF L.V.MAGORS LAND; THENCE NORTH 225 FEET TO THE POINT OF BEGINNING.

SAID PROPERTY IS PART OF THE SE ¼ OF THE SE ¼ OF SECTION 8, TOWNSHIP 21 SOUTH, RANGE 3 WEST, SHELBY COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SE CORNER OF SECTION 8, TOWNSHIP 21 SOUTH, RANGE 3 WEST, SHELBY COUNTY, ALABAMA; THENCE NORTH 0 DEGREES 23 MINUTES 20 SECONDS EAST ALONG THE EAST LINE OF SAID SECTION A DISTANCE OF 936.00 FEET; THENCE NORTH 89 DEGREES 11 MINUTES 40 SECONDS WEST A DISTANCE OF 117.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 31 DEGREES 48 MINUTES 35 SECONDS WEST A DISTANCE OF 22.62 FEET; THENCE NORTH 85 DEGREES 47 MINUTES 18 SECONDS WEST FOR A DISTANCE OF 138.25 FEET; THENCE SOUTH 0 DEGREES 23 MINUTES 20 SECONDS WEST A DISTANCE OF 252.27 FEET; THENCE SOUTH 89 DEGREES 11 MINUTES 40 SECONDS EAST A DISTANCE OF 150.00 FEET; THENCE NORTH 0 DEGREES 23 MINUTES 20 SECONDS EAST A DISTANCE OF 225.00 FEET TO THE POINT OF BEGINNING.

AND ALSO:

A NONEXCLUSIVE EASEMENT FOR INGRESS, EGRESS AND UTILITIES, OVER AND ACROSS THE EXISTING DRIVEWAY ACROSS THE FOLLOWING DESCRIBED PROPERTY, TO-WIT:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 8, TOWNSHIP 21 SOUTH, RANGE 3 WEST, SHELBY COUNTY, ALABAMA AND RUN THENCE WESTERLY ALONG THE SOUTH LINE OF SAID SECTION 8 A DISTANCE OF 184.0 FEET TO A POINT; THENCE AN ANGLE OF 91 DEGREES 18 MINUTES 06 SECONDS RIGHT AND RUN NORTH 1 DEGREES 23 MINUTES 16 SECONDS EAST A DISTANCE OF 199.89 FEET TO A POINT; THENCE RUN SOUTH 89 DEGREES 54 MINUTES 50 SECONDS EAST A DISTANCE OF 178.54 FEET TO A POINT; THENCE RUN NORTH 0 DEGREES 10 MINUTES 43 SECONDS WEST A DISTANCE OF 511.11 FEET TO THE POINT OF BEGINNING OF THE PROPERTY BEING DESCRIBED; THENCE CONTINUE ALONG LAST DESCRIBED COURSE A DISTANCE OF 240.19 FEET TO A POINT ON AN OLD FENCE LINE THAT IS THE ACCEPTED PROPERTY LINE; THENCE RUN NORTH 86 DEGREES 39 MINUTES 18 SECONDS WEST ALONG SAID FENCE LINE A DISTANCE OF 119.21 FEET A POINT; THENCE RUN SOUTH 1 DEGREES 33 MINUTES 00 SECONDS WEST A DISTANCE OF 226.79 FEET TO A POINT; THENCE RUN NORTH 84 DEGREES 11 MINUTES 38 SECONDS WEST A DISTANCE OF 150.0 FEET TO A POINT; THENCE RUN NORTH 1 DEGREES 34 MINUTES 54 SECONDS WEST A DISTANCE OF 220.34 FEET TO A POINT ON THE SAME SAID OLD FENCE LINE; THENCE RUN NORTH 82 DEGREES 27 MINUTES 15 SECONDS WEST ALONG SAID FENCE LINE A DISTANCE OF 151.17 FEET TO A POINT ON THE EAST LINE OF A PUBLIC ROAD; THENCE RUN SOUTH 0 DEGREES 10 MINUTES 54 SECONDS EAST ALONG SAID EAST LINE OF SAID ROAD A DISTANCE OF 274.72 FEET TO A POINT; THENCE RUN SOUTH 89 DEGREES 50 MINUTES 52 SECONDS EAST A DISTANCE OF 418.03 FEET TO THE POINT OF BEGINNING.

PARCEL ID: 23-3-08-0-001-007.001

PROPERTY ADDRESS: 174 BRANTLEYVILLE RD