

20080108000009650 1/6 \$68.90
Shelby Cnty Judge of Probate, AL
01/08/2008 11:20:10AM FILED/CERT

42194865
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2925 Country Drive Ste 201
St. Paul, MN 55117



LandAmerica Lender Services/OneStop
600 Clubhouse Drive #200
Moon Township, PA 15108
(866)526-3261

Prepared by:
Citibank / Umesha Sharma
11800 Spectrum Center Dr.
Reston, Va 22090

Attn.: Document Administration

NOTE AND MORTGAGE MODIFICATION AGREEMENT

Citibank Loan #107110609672000

61 [PROPERTY DESCRIPTION – SEE ATTACHED RIDER A] 16

THIS AGREEMENT is made and entered into this 11/21/2007, by and between Citibank, N.A., whose place of business is 3900 Paradise Road, Suite 127, Las Vegas, NV 89109 (the "Lender"), and **TINA LAVIES, MARRIED and DAVID DEWITT LAVIES A NON VESTED SPOUSE**, (collectively referred to herein as "Borrower"). The "Property" means the real estate located at **1427 SEQUOIA TRAIL, ALABASTER, AL 35007-0000**.

WHEREAS, Borrower obtained a home equity line of credit from Lender, on 04/03/07, which line of credit is evidenced by a Home Equity Line of Credit Agreement and Disclosure (referred to herein as the "Note") and secured by a Security Instrument ("Security Instrument") in the form of a mortgage or deed of trust recorded as 000000151200 of the Official Records of **SHELBY** county (or if secured by a co-op, a security interest in the stock ownership of the co-op). The original Security Instrument was in the principal amount of \$40,000.00; and THE NEW SECURED LOAN AMOUNT OF 28600.00

WHEREAS, all terms used herein and not otherwise defined shall have the meaning set forth in the Note; and

WHEREAS, Borrower has requested that the Credit Limit set forth in the Note be increased, and Lender is willing to allow the Credit Limit to be so increased.

NOW, THEREFORE, in consideration of the mutual promises contained herein, Lender and Borrower agree as follows:

1. **CREDIT LIMIT INCREASE.** Borrower and Lender hereby agree to increase the Credit Limit set forth in the Note to \$68,600.00 and to modify the Security Instrument so that the principal amount secured by the Security Instrument is \$68,600.00.
2. **NO OTHER MODIFICATION.** Except as otherwise set forth herein, all other terms and conditions of the Note and Security Instrument shall remain unchanged and in full force and effect.



3. **SECURITY INSTRUMENT.** Lender and Borrower agree that the Security Instrument described above will continue to secure all obligations to Lender under the Note as modified by this Agreement. Nothing in this Agreement will affect or impair Lender's security interest in, or lien priority on, the property described in the Security Instrument, and/or be construed to be a novation, satisfaction or a partial or total release of the Note or Security Instrument.
4. **COMPLETE TRANSACTION.** Except as expressly modified by this Agreement, all terms of the Note and Security Instrument remain in full force and effect. By signing below, Lender and Borrower acknowledge there are no additional terms or agreements between them, oral or written.
5. **NON-WAIVER.** This Agreement does not constitute a limitation or waiver of Lender's rights to prohibit, or restrict, any future modifications requested by Borrower or to enforce any rights or remedies contained in the Note or Security Instrument.
6. **OTHER TERMS.** If any terms of this Agreement are deemed invalid or unenforceable, or otherwise affect a lien priority of the Security Instrument, this Agreement shall immediately terminate and the original terms of the Note and Security Instrument shall apply.



LENDER AND BORROWER AGREE AND ACCEPT THE TERMS OF THIS AGREEMENT AS OF THE
DATE FIRST ABOVE WRITTEN.

Tina Lavies 11/21/2007
Borrower: TINA LAVIES

David Dewitt Lavies 11/21/2007
Borrower: DAVID DEWITT LAVIES

Borrower:

Borrower:

Property Owner Who Is Not a Borrower:

By signing below, you agree to the terms of this Agreement as it modifies the terms of any mortgage liens held
by Citibank against the Property. You are not a "Borrower" and are not personally liable for the
indebtedness owed under the Agreement. You agree, however, that Citibank has a claim against the
Property for the amounts owed under the terms of this Agreement.

11/21/2007

STATE OF ALABAMA, COUNTY OF Shelby SS:

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that
PP Tina Lavies David Dewitt Lavies
whose name is signed to the foregoing conveyance and who is known to me, acknowledged before me that, being
informed of the contents of the conveyance he(she)(they) executed the same voluntarily on the day the same bears
date.

Given under my hand and official seal this 21 day of November, in the year 2007

My Commission Expires: 05/06/10
Bona Brown
Bona Brown Notary Public [Print Name]

STATE OF ALABAMA, COUNTY OF Shelby) SS:

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that
on 21 day of November, in the year 2007 came before me the within named
Tina Lavies known to me to be the wife of the within named
David Dewitt Lavies

who being examined separate and apart from the husband touching her signature to the within named Mortgage,
acknowledged that she signed the same of her own free will and accord, and without fear, constraints, or threats on
the part of the husband.

Given under my hand and official seal, this 21 day of November, in the year 2007

My Commission Expires: 05/06/10
Bona Brown
Bona Brown Notary Public [Print Name]



IF MORTGAGOR IS A TRUST:

not personally but solely as trustee as aforesaid

By: _____

Title _____

STATE OF ALABAMA, COUNTY OF _____) SS:

The foregoing instrument was acknowledged before me a Notary Public in and for said County, in the
Commonwealth aforesaid this _____ by
_____ of _____
(name of corporation), a _____ corporation on behalf of the corporation.

Attest: _____ Title: _____

My Commission Expires: _____

Notary Public

citibank®

Citibank, N.A.

By: _____

Monica Bitzer

Name: MONICA BITZER

Title: UNIT MANAGER

STATE OF MISSOURI

}
}
} SS:
}

COUNTY OF ST. LOUIS

On this 7th day of **DECEMBER**, in the year **2007**, before me personally came MONICA BITZER to me known, who, being by me duly sworn, did depose and say that he/she/they is/are Officer(s) of Citibank herein described and which executed the foregoing instrument and that he/she/they signed his/her/their name(s) there to by authority of the board of directors of said corporation.

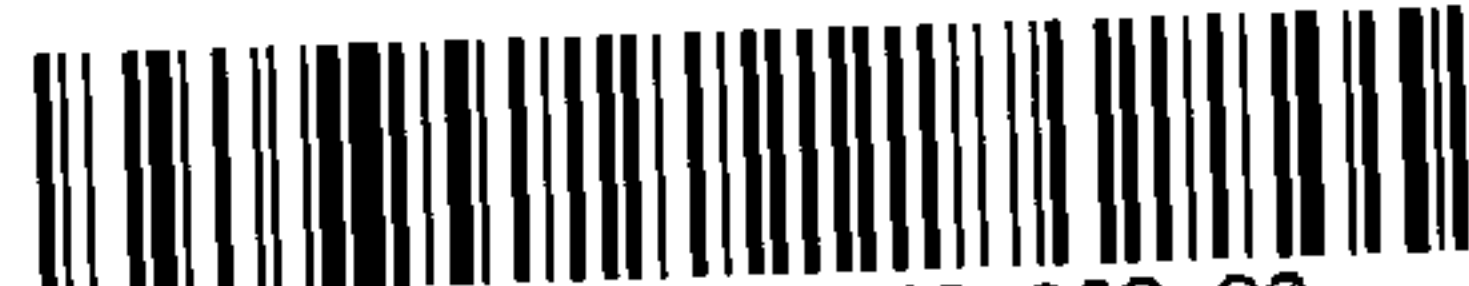
Christa Francis

Notary Public

My Commission Expires: _____

9/26/09




2008010800009650 6/6 \$68.90
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**NOTE AND MORTGAGE MODIFICATION AGREEMENT
RIDER A – PROPERTY DESCRIPTION**

THE FOLLOWING DESCRIBED REALESTATE, SITUATED IN SHELBY COUNTY , ALABAMA, TO -WIT:

LOT 34 , ACCORDING TO NAVAJO HILLS, 7TH SECTOR, AS RECORDED IN MAP BOOK 7 PAGE 95 IN
PROBATE OFFICE OF SHELBY COUNTY, ALABAMA: BEING SITUATED IN SHELBY COUNTY ,
ALABAMA



U43194865-010P06

MORTGAGE MODIFIC

US Recordings