20080305000089790 1/3 $77.00
Shelby Cnty Judge of Probate, AL
03/05/2008 11:11:07AM FILED/CERT

RECORDATION REQUESTED BY:
First American Bank
Pelham
3000 Pelham Parkway
Pelham, AL 35124

WHEN RECORDED MAIL TO:
First American Bank
Loan Servicing
P O Box 37
Birmingham, AL 35201-0037

SEND TAX NOTICES TO:
Virginia G Stephens
Ronald R Stephens
1006 Knollwood Drive
Birmingham, AL 35242

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated February 1, 2008, is made and executed between Virginia G Stephens and spouse, Ronald R. Stephens (referred to below as "Grantor") and First American Bank, whose address is 3000 Pelham Parkway, Pelham, AL 35124 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated August 31, 2007 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded 9/18/2007 in the Probate Office of Shelby County Alabama in Instrument #20070918000437580.

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

See Exhibit "A", which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 1006 Knollwood Drive, Birmingham, AL 35242.

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

Increase mortgage from $63,580.00 to $103,500.00.

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 endorsers 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 FEBRUARY 1, 2008.

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 Virginia G. Stephens (Seal)
Virginia G Stephens

X Ronald R Stephens (Seal)
Ronald R Stephens

LENDER:

FIRST AMERICAN BANK

X Debra Parrott (Seal)
Debra Parrott, Vice President

This Modification of Mortgage prepared by:

Name: Teresa Cottingham, Loan Documentation Specialist
Address: 1927 1st Ave N
City, State, ZIP: Birmingham, AL 35203

INDIVIDUAL ACKNOWLEDGMENT

20080305000089790 2/3 $77.00
Shelby Cnty Judge of Probate,AL
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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 **Virginia G Stephens,** 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 1st **day of** February, 2008.

Amber S Renda
Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: July 12, 2009
BONDED THRU NOTARY PUBLIC UNDERWRITERS

My commission expires _____

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 **Ronald R Stephens,** 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 1st **day of** February, 2008.

Amber S Renda
Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: July 12, 2009
BONDED THRU NOTARY PUBLIC UNDERWRITERS

My commission expires _____

LENDER 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 **Debra Parrott** whose name as **Vice President** of **First American Bank** 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 the Modification of Mortgage, he or she, in his or her capacity as such **Vice President** of **First American Bank,** executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 1st **day of** February, 2008.

Amber S Renda
Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: July 12, 2009
BONDED THRU NOTARY PUBLIC UNDERWRITERS

My commission expires _____

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TR-10065 PR-5

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EXHIBIT "A"

Lot 941, according to the Map of Highland Lakes, 9th Sector, Phase 1, an Eddleman Community, as recorded in Map Book 24, Page 1, in the Probate Office of Shelby County, Alabama.

Together with nonexclusive easement to use the private roadways, common areas, all as more particularly described in the Declaration of Easements and Master Protective Covenants for Highland lakes, a Residential Subdivision, recorded in Inst. No. 1994-07111 and amended in Inst. No. 1996-17543 and amended in Inst. No. 1999-31095 in the Probate Office of Shelby County, Alabama, and the declaration of Covenanta, Conditions, and Restrictions for Highland Lakes, a REsidential Subdivision, 9th Sector, Phase 1, recorded in Inst. No. 1998-29634 in the Probate Office of Shelby County, Alabama (which together with all amendments thereto, is hereinafter collectively referred to as the "Declaration").