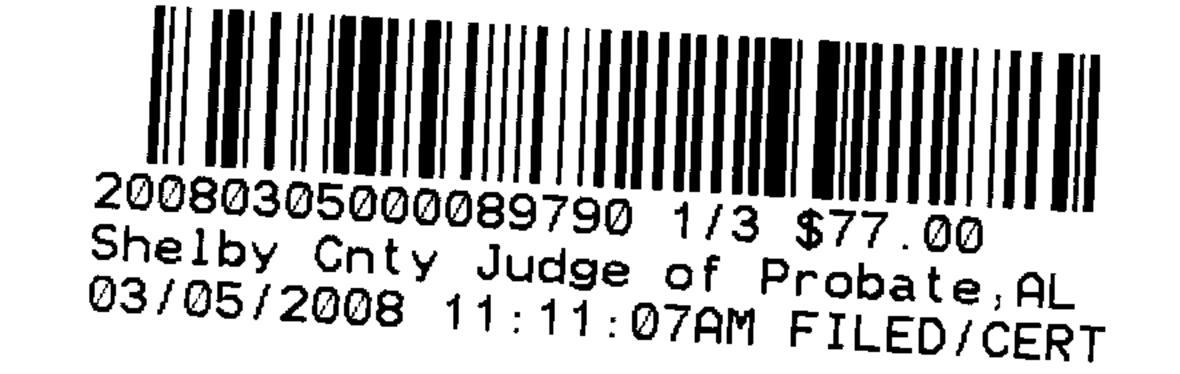
RECORDATION REQUESTED BY:

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

(Seal)

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:

LENDER:

Virginia G & tephens (Seal

FIRST_AMERICAN BANK

Debra Parrott, Vice President

Ronald R Stephens

This Modification of Mortgage prepared by:

Name: Teresa Cottingham, Loan Documentation Specialist

Address: 1927 1st Ave N

(Seal)

City, State, ZIP: Birmingham, AL 35203

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) SS		
COUNTY OF 5/1	elbu)		
					Virginia G Stephens, whose name is signed
	nent, and who is known executed the same voluntain		_		nt, being informed of the contents of said
Given under my hand an		15+	day of	Februazus	, 20D& .
				1 2 m	On Pondo
	MOTARY PUBLIC STATE OF AL.	BAMA AT LARGE			Notary Public
MY COMMISSION EXPIRES: July 12, 2009 My commission expires <u>RONDED TURU NOTARY FUBLIC UNDERWANTERS</u>					
	INI	DIVIDUAL A	CKNO	WLEDGMENT	
Δ_{I}					
STATE OF HAD	ema)		
<hr/>) SS		
COUNTY OF SIVEL		<u> </u>)		
I, the undersigned author the foregoing instrumen	rity, a Notary Public in and it, and who is known to	for said county in me, acknowled	n said stat ged before	e, hereby certify that R o e me on this day that	onald R Stephens, whose name is signed to being informed of the contents of said
Modification, he or she e	executed the same voluntar	rily on the day the	e same bea	ars date.	
Given under my hand an		15+	_ day of	febriari	<u></u>
	NOTARY PUBLIC STATE OF ALA MY COMMISSION EXPIRES	Bama at Lauge Into 12, 2009			2000a
	MY COMMISSION EARTHUR BONDED THRU NOTARY PUBLIC	UNDERWATTERS			Notary Public
My commission expires					
LENDER ACKNOWLEDGMENT					
STATE OF HOW	ama		•		
STATE OF 1 1 TO O)		
COUNTY OF THE) SS		
		<u> </u>)		
I. the undersigned author	rity, a Notary Public in and	for said county i	in said stat	e hereby certify that D	ehra Parrott whose name as Vice President
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 volur	is of the Modification of Nation of Nation and National Nation in the day same beautiful to the Nation of Nation of Nation of National Nation of National Na	viortgage, he or s ars date.	sne, in his	or her capacity as su	ch Vice President of First American Bank,
Given under my hand an		15+	day of	166 mary	, 2008
				1/1.	Fer (2) 11-10
	NOTARY PUBLIC STATE OF AL MY COMMISSION EXPIRE				Notary Public
My commission expires	BOMELLA ALLANA ALLANA AND A MARIE AND A SANDA	• • • • • • • • • • • • • • • • • • •			

LASER PRO Lending, Ver. 5.39.00.008 Copr. Harland Financial Solutions, Inc. 1997, 2008. All Rights Reserved. - AL L:\CFI\LPL\G201.FC

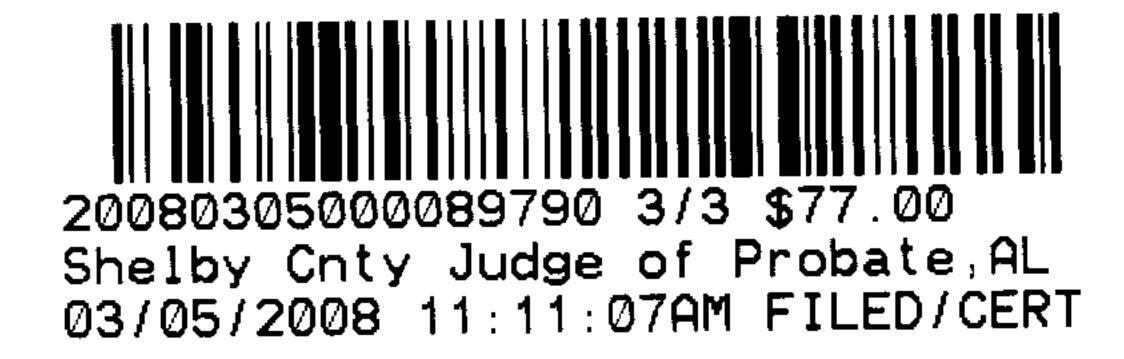


EXHIBIT "A"

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").