

RECORDATION REQUESTED BY:

COLONIAL BANK, N.A.
Forestdale
1602 Forestdale Plaza
Forestdale, AL 35214

20080421000159720 1/3 \$62.00
Shelby Cnty Judge of Probate, AL
04/21/2008 09:11:12AM FILED/CERT



CHAPPEL, RALPH E

Record and Return To:
Fiserv Lending Solutions
P.O. BOX 2590
Chicago, IL 60690

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated March 17, 2008, is made and executed between RALPH E. CHAPPELL and BARBARA GERALDINE CHAPPELL, Husband and Wife, whose mailing address is 916 EGRET DR, BIRMINGHAM, AL 35214 (referred to below as "Grantor") and COLONIAL BANK, N.A., whose address is 1602 Forestdale Plaza, Forestdale, AL 35214 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated January 30, 2004 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

Mortgage dated 01/30/04 and recorded on 2/10/04 in O.R. Book * and Page — of the Public Records of SHELBY County, ALABAMA.

*2004 02100000 68280

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 Mortgage and made a part of this Mortgage as if fully set forth herein. THIS IS NOT THE HOMESTEAD PROPERTY OF THE MORTGAGOR.

The Real Property or its address is commonly known as 380 RIDGE DR, SHELBY, AL 35143-5940.

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

The Mortgage referenced above has been changed as follows:

- 1) The just indebtedness in the original amount of \$ 31,500.00 as an Opened End Note and having a current outstanding principal balance of \$ 30,000.00 shall be decreased to the principal amount of \$ 30,000.00 as a Closed End Note.
- 2) Interest rate and repayment schedule is further defined in the Promissory Note of even date herewith.
- 3) The Maturity Date of Mortgage shall also be extended to March 17, 2013.

This Modification of Mortgage decreases consolidates and modifies that certain Promissory Note# 8040443254 dated 01/30/04 in the original principal amount of \$ 31,500.00 and having an outstanding principal balance of \$ 30,000.00. Mortgage tax in the amount of \$ 47.25 has been previously collected on the original principal amount of \$ 31,500.00 and affixed to the original Mortgage. Mortgage tax in the amount of \$ 45.00 have been collected on the new loan balance and affixed to the Mortgage

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 MARCH 17, 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 Ralph E. Chappell (Seal)
RALPH E. CHAPPELL

x Barbara Geraldine Chappell (Seal)
BARBARA GERALDINE CHAPPELL

LENDER:

COLONIAL BANK, N.A.
x [Signature] (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: LINDY SALDANA 01003, LN# 8040443254
Address: 400 North Tampa Street, Ste 1200
City, State, ZIP: Tampa, FL 33602

MODIFICATION OF MORTGAGE
(Continued)

Loan No: 8040443254

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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 RALPH E. CHAPPELL, 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 17 day of March, 2008
Mary Beat Hall
Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: June 6, 2008
BONDED THROUGH 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 BARBARA GERALDINE CHAPPELL, 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 17 day of March, 2008
Mary Beat Hall
Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: June 6, 2008
BONDED THROUGH NOTARY PUBLIC UNDERWRITERS


LENDER ACKNOWLEDGMENT


STATE OF Florida)
) SS
COUNTY OF Hillsborough)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Rat Padella whose name as Vice President of COLONIAL BANK, N.A. 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 COLONIAL BANK, N.A., executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 1st day of April, 2008
Judy A. Simmons
Notary Public

My commission expires 


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I102FG3M

SCHEDULE A

THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN SHELBY COUNTY,
ALABAMA, TO WIT:

LOT 11-A , OF A RESURVEY OF LOT 11, ACCORDING TO THE SURVEY OF
WILDWOOD SHORES, AS RECORDED IN MAP BOOK 13 PAGE 62, IN THE
PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

KNOWN: 380 RIDGE DR

PARCEL: 337350002011001