

RECORDATION REQUESTED BY:

First American Bank
Hoover Crossings
2720 John Hawkins Parkway
Hoover, AL 35244

20080425000170090 1/2 \$36.50
Shelby Cnty Judge of Probate, AL
04/25/2008 12:34:54PM FILED/CERT

WHEN RECORDED MAIL TO:

First American Bank
Loan Servicing
P O Box 37
Birmingham, AL 35201-0037

SEND TAX NOTICES TO:

Mark A Sisco
Teresa A Sisco
1067 Highland Park Place
Birmingham, AL 35242

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated April 2, 2008, is made and executed between Mark A Sisco and Teresa A Sisco, husband and wife (referred to below as "Grantor") and First American Bank, whose address is 2720 John Hawkins Parkway, Hoover, AL 35244 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated August 30, 2007 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

on September 25, 2007 in the office of Judge of Probate of Shelby County in instrument #20070925000448970 .

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

Lot 2017, according to the survey of Highland Lakes, 20th Sector, Phase II amended, and Eddleman Community, as recorded in Map book 33, page 104, in the Probate office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Together with nonexclusive easement to use the private roadways, common area all as more particularly described in the declaration of easements and master protective covenants for Highland Lakes, a residential subdivision recorded as instrument #1994-07111 and amended in instruments no. 1996-17543, and further amended in inst.#1999-31095, in the Probate Office of Shelby County, Alabama, and the decalration of covenants, conditions and restrictions for Highland Lakes, a residential subdivision, 20th Sector, Phase II amended, recorded as instrument #20040728000419410, in the Probate Office of Shelby County, Alabama(which together with all amendments thereto, is herein after collectively referred to as the "Declaration")

The Real Property or its address is commonly known as 1067 Highland Park Place, Birmingham, AL 35242.

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

Increase Mortgage from \$15,000.00 to \$30,000.00 for an increase of \$15,000.00.

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 APRIL 2, 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 Mark A Sisco (Seal)
Mark A Sisco

X Teresa A Sisco (Seal)
Teresa A Sisco

LENDER:

FIRST AMERICAN BANK

X Evelyn Phillips (Seal)
Evelyn Phillips, Assistant Vice President

This Modification of Mortgage prepared by:

Name: Ann M Worley, Loan Doc Specialist
Address: 1927 1st Ave N
City, State, ZIP: Birmingham, AL 35203

MODIFICATION OF MORTGAGE
(Continued)

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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 **Mark A Sisco**, 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 2nd day of April, 2008.
Dafal D. Gil
Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: June 15, 2011
BONDED THRU 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 **Teresa A Sisco**, 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 2nd day of April, 2008.
Dafal D. Gil
Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: June 15, 2011
BONDED THRU NOTARY PUBLIC UNDERWRITERS

LENDER 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 **Evelyn Phillips** whose name as **Assistant 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 **Assistant Vice President of First American Bank**, executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 2nd day of April, 2008.
Dafal D. Gil
Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: June 15, 2011
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