



20080425000170710 1/5 \$49.10
Shelby Cnty Judge of Probate, AL
04/25/2008 01:30:22PM FILED/CERT

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This instrument was prepared by Mary Jane Barnette, CapitalSouth Bank (FORMERLY KNOWN AS BANK OF ALABAMA), PO Box 59587, Birmingham, Alabama 35209

MODIFICATION OF MORTGAGE

DATE AND PARTIES. The date of this Real Estate Modification (Modification) is April 16, 2008. The parties and their addresses are:

MORTGAGOR:

TONY N PETELOS
5178 Sapphire Ridge
Hoover, Alabama 35244

TERESA B PETELOS
as husband and wife
5178 Sapphire Ridge
Hoover, Alabama 35244

LENDER:

CAPITALSOUTH BANK
REAL ESTATE DEPARTMENT
Organized and existing under the laws of Alabama
2340 Woodcrest Place
Birmingham, Alabama 35209

1. BACKGROUND. Mortgagor and Lender entered into a security instrument dated October 29, 2002 and recorded on November 1, 2002 (Security Instrument). The Security Instrument was recorded in the records of Shelby County, Alabama at Instrument 20021101000541340 and covered the following described Property:

This Modification is being recored to increase the amount of the mortgage from \$775,000.00 to \$792,358.69. Tax being paid only on the increase of \$17,358.69.

See Attached Exhibit A

Tony Petelos and Tony N. Petelos are one and the same person.

Teresa Petelos and Teresa B. Petelos are one and the same person.

The property is located in Shelby County at 3511 Pelham Parkway, Pelham, Alabama 35124.

2. MODIFICATION. For value received, Mortgagor and Lender agree to modify the Security Instrument as provided for in this Modification.

The Security Instrument is modified as follows:

A. Maximum Obligation Limit. The maximum obligation provision of the Security Instrument is modified to read:

(1) Maximum Obligation Limit. The total principal amount secured by this Security Instrument at any one time will not exceed \$792,358.69. This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

B. Secured Debt. The secured debt provision of the Security Instrument is modified to read:

(1) Secured Debts. The term "Secured Debts" includes and this Security Instrument will secure each of the following:

(a) Specific Debts. The following debts and all extensions, renewals, refinancings, modifications and replacements. A renewal note or other agreement, No. 62425, dated April 16, 2008, from Mortgagor to Lender, with a loan amount of \$903,137.81.

(b) All Debts. All present and future debts from Mortgagor to Lender, even if this Security Instrument is not specifically referenced, or if the future debt is unrelated to or of a different type than this debt. If more than one person signs this Security Instrument, each agrees that it will secure debts incurred either individually or with others who may not sign this Security Instrument. Nothing in this Security Instrument constitutes a commitment to make additional or future loans or advances. Any such commitment must be in writing. In the event that Lender fails to provide any required notice of the right of rescission, Lender waives any subsequent security interest in the Mortgagor's principal dwelling that is created by this Security Instrument. This Security Instrument will not secure any debt for which a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. This Security Instrument will not secure any debt for which a security interest is created in "margin stock" and Lender does not obtain a "statement of purpose," as defined and required by federal law governing securities.

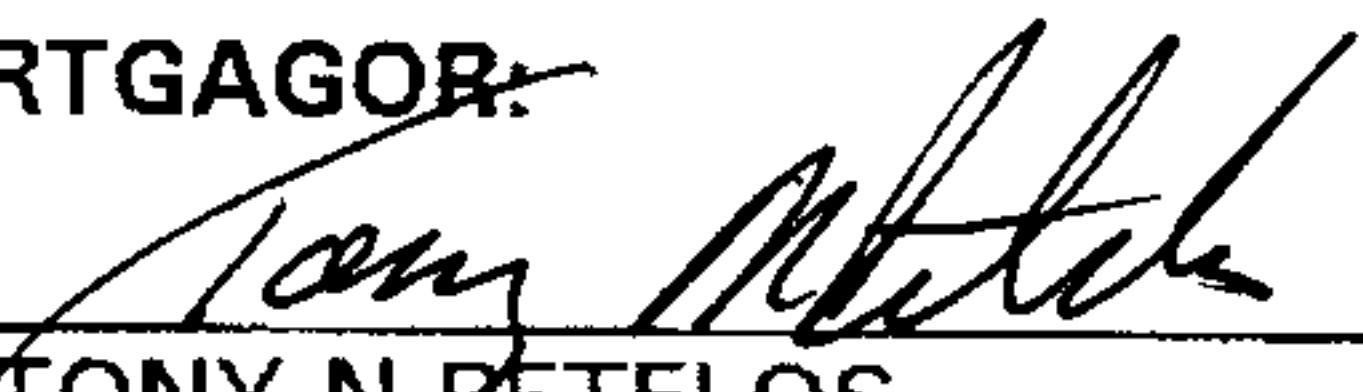
(c) Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

3. WARRANTY OF TITLE. Mortgagor warrants that Mortgagor continues to be lawfully seized of the estate conveyed by the Security Instrument and has the right to grant, bargain, convey, sell and mortgage with the power of sale the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.

4. CONTINUATION OF TERMS. Except as specifically amended in this Modification, all of the terms of the Security Instrument shall remain in full force and effect.

SIGNATURES. By signing under seal, Mortgagor agrees to the terms and covenants contained in this Modification. Mortgagor also acknowledges receipt of a copy of this Modification.

MORTGAGOR:

 (Seal)
TONY N PETELOS

Individually

 (Seal)
TERESA B PETELOS

Individually


20080425000170710 2/5 \$49.10
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LENDER:

CapitalSouth Bank
Real Estate Department

By [Signature] (Seal)

ACKNOWLEDGMENT.

(Individual)

STATE ALABAMA OF ALABAMA COUNTY Jefferson ss.

I, Michael R. Moers, a notary public, hereby certify that TONY N PETELOS, 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 the instrument, he/she executed the same voluntarily on the day the same bears date. Given under my hand this 16th day of April, 2008.

My commission expires:
12/28/08

[Signature]
(Notary Public)

(Individual)

STATE Alabama OF Alabama COUNTY Jefferson ss.

I, Michael R. Moers, a notary public, hereby certify that TERESA B PETELOS, as husband and wife, 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 the instrument, he/she executed the same voluntarily on the day the same bears date. Given under my hand this 16th day of April, 2008.

My commission expires:
12/28/08

[Signature]
(Notary Public)



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(Lender Acknowledgment)

County Jefferson OF Alabama State Alabama ss.

I, Leeatra Ann Lepley, a notary public, in and for said County in said State, hereby certify that William D. Pickett whose name(s) as City President of Capital South Bank

Real Estate Department, a corporation, is/are signed to the foregoing instrument and who is known to me, and that the seal affixed to foregoing instrument is the seal of said corporation, acknowledged before me on this day that, being informed of the contents of the instrument, he/she/they, as such officer(s) and with full authority, executed the same voluntary for and as the act of said corporation. Given under my hand this the 16th day of

April, 2008.

My commission expires:
NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Feb 21, 2013
WITNESSED THE NOTARY PUBLIC UNDERWRITER

Leeatra A. Lepley
(Notary Public)

20080425000170710 4/5 \$49.10
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EXHIBIT "A"

A parcel of land situated in the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$, and the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 25, Township 20 South, Range 3 West, Shelby County Alabama, being more particularly described as follows:

Commence at the Southeast corner of the said Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$; thence, run in a Southwesterly direction along the South boundary of the said Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ a distance of 1,231.25 feet; thence, turn an angle of $104^{\circ}15'45''$ to the right and run in a Northerly direction distance of 427.01 feet to the Point of Beginning; thence, in the same Northerly direction a distance of 177.68 feet; thence, turn an angle of $92^{\circ}51'03''$ to the left and run in a Southwesterly direction a distance of 320.28 feet to the Northeast corner of U.S. Highway 31 right of way; thence, turn an angle of $86^{\circ}44'47''$ to the left and run Southerly along said right of way a distance of 159.67 feet to the Southeast corner of said right of way; thence, turn an angle of $90^{\circ}01'49''$ to the left and run in a Easterly direction a distance of 321.01 feet to the Point of Beginning; being situated in Shelby County, Alabama.


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