

RECORDATION REQUESTED BY:

First American Bank
Pelham
3000 Pelham Parkway
Pelham, AL 35124

20080520000205170 1/2 \$51.50
Shelby Cnty Judge of Probate, AL
05/20/2008 10:17:07AM FILED/CERT

WHEN RECORDED MAIL TO:

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

SEND TAX NOTICES TO:

Claire Rahmeyer
118 Southlake Ln
Hoover, AL 35244

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated December 4, 2007, is made and executed between Claire Rahmeyer, a single woman (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 April 13, 2007 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Instrument #20070521000235720.

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

Lot 33, Block 3, according to the Survey of Southlake Crest, 1st Sector, as recorded in Map Book 17, Page 74, in the Probate Office of Shelby County, Alabama

The Real Property or its address is commonly known as 118 South Lake Lane, Birmingham, AL 35244.

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

The parties hereto wish to modify the Mortgage by increasing the Amount of the Mortgage to Twenty-five Thousand Dollars and no/100 (\$25,000.00), and Borrower has executed a new promissory note (New Note) reflecting the new amount of the indebtedness secured by the Mortgage, as herein amended and modified, which New Note is a modification of the original Note.

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 DECEMBER 4, 2007.

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 Claire Rahmeyer (Seal)
Claire Rahmeyer

LENDER:

FIRST AMERICAN BANK

x Debra Parrott (Seal)
Debra Parrott, 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

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 **Claire Rahmeyer**, 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 4th day of December, 2007.

Amber Spenda
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 4th day of December, 2007.

Amber Spenda
Notary Public

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