

20080715000285500 1/5 \$50.30  
Shelby Cnty Judge of Probate, AL  
07/15/2008 09:57:18AM FILED/CERT



MILLER, PEGGY A

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

(Space Above This Line For Recording Data)

LOAN NUMBER: 5000027119

## MODIFICATION AGREEMENT - MORTGAGE

**THIS MODIFICATION AGREEMENT ("Agreement")** is made this **28th day of May, 2008**, between **Peggy A. Miller, a/k/a Peggy Funderburg, an unmarried woman**, whose address is **205 Hidden Creek Drive, Pelham, Alabama 35124** ("Borrower"), and **Nexity Bank** whose address is **3500 Blue Lake Drive, Suite 330, Birmingham, Alabama 35243** ("Lender").

**Nexity Bank** and Borrower entered into a Mortgage dated **November 20, 2006** and recorded on **January 8, 2007**, filed for record in records of **County of Shelby, State of Alabama**, with recorder's entry number **20070108000010870** ("Mortgage"). The Mortgage covers the following described real property:

Address: **205 Hidden Creek Drive, Pelham, Alabama 35124**

Legal Description: **See attached Schedule/Exhibit "A"**

Parcel ID/Sidwell Number: **13-6-13-4-004-046-000**

It is the express intent of the Borrower and Lender to modify the terms and provisions set forth in the Mortgage. Borrower and Lender hereby agree to modify the Mortgage as follows:

- **Mortgage being modified to increase the current line of credit limit of \$15,000.00 to \$33,200.00.**  
**Taxable amount: \$18,200.00.**

Borrower and Lender agree that the Mortgage, including such changes, modifications, and amendments as set forth herein, shall remain in full force and effect with respect to each and every term and condition thereof and nothing herein contained shall in any manner affect the lien of the Mortgage on the Property. Nothing contained herein shall in any way impair the Mortgage or the security now held for the indebtedness thereunder, or alter, waive, annul, vary, or affect any provision, term, condition, or covenant therein, except as herein provided, nor affect or impair any rights, powers, privileges, duties, or remedies under the Mortgage it being the intent of Borrower and Lender that the terms and provisions thereof shall continue in full force and effect, except as specifically modified herein. Nothing in this Agreement shall constitute a satisfaction of the promissory note or notes, or other credit agreement or agreements secured by the Mortgage.

Lender's consent to this Agreement does not waive Lender's right to require strict performance of the Mortgage modified above, nor obligate Lender to make any future modifications. Any guarantor or cosigner shall not be released by virtue of this Agreement.

If any Borrower who signed the original Mortgage does not sign this Agreement, then all Borrowers signing below acknowledge that this Agreement is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Agreement 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.

This Agreement shall be binding-upon the heirs, successors, and assigns with respect to parties hereto. Whenever used, the singular shall include the plural, the plural, the singular, and the use of any gender shall be applicable to all genders.

**ORAL AGREEMENTS DISCLAIMER.** This Agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

By signing below, Borrower and Lender acknowledge that they have read all the provisions contained in this Agreement, and that they accept and agree to its terms.

Peggy A. Miller  
Peggy A. Miller Date

Witnessed by:  
Randy Little 5/28/09  
Name: Date

Name: Date

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF ALABAMA )  
COUNTY OF JEFFERSON )

I, MICHAEL GOLDSTEIN, a NOTARY PUBLIC, do hereby certify that Peggy A. Miller; whose name is signed to the foregoing and who is known to me, acknowledged before me on this day that, being informed of the contents of the Security Instrument, he/she executed the same, voluntarily, on the day the same bears date. Given under my hand this 28<sup>TH</sup> DAY OF MAY 2008.

My commission expires: 8-01-2008

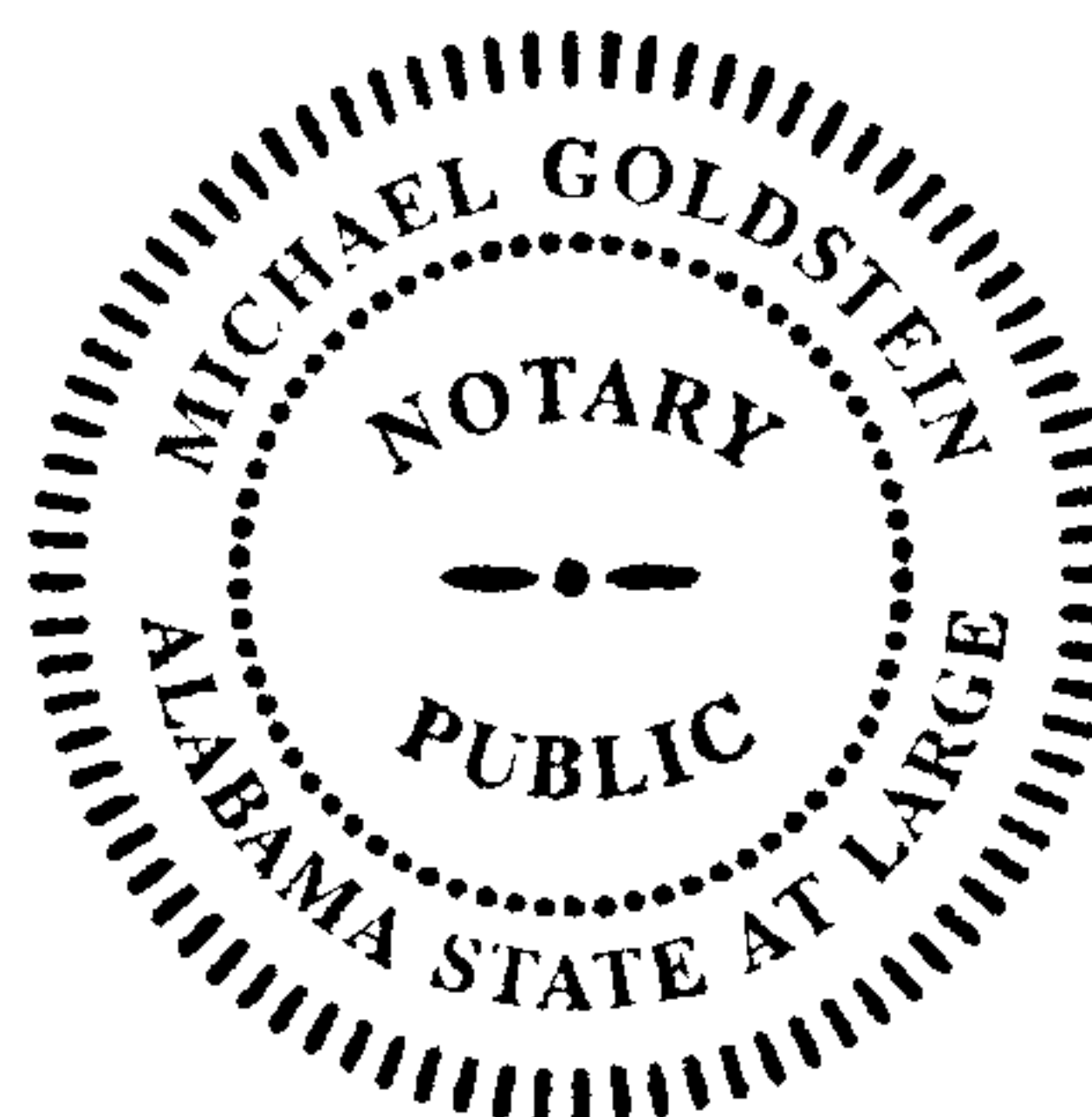
Michael Goldstein

**MICHAEL GOLDSTEIN**  
MY COMMISSION EXPIRES AUGUST 1, 2008  
NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Aug 1, 2008  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

(Official Seal)

**LENDER: Nexity Bank**

Randy Little 5/28/08  
By: Randy Little Date  
Its: VP





**BUSINESS ACKNOWLEDGMENT**

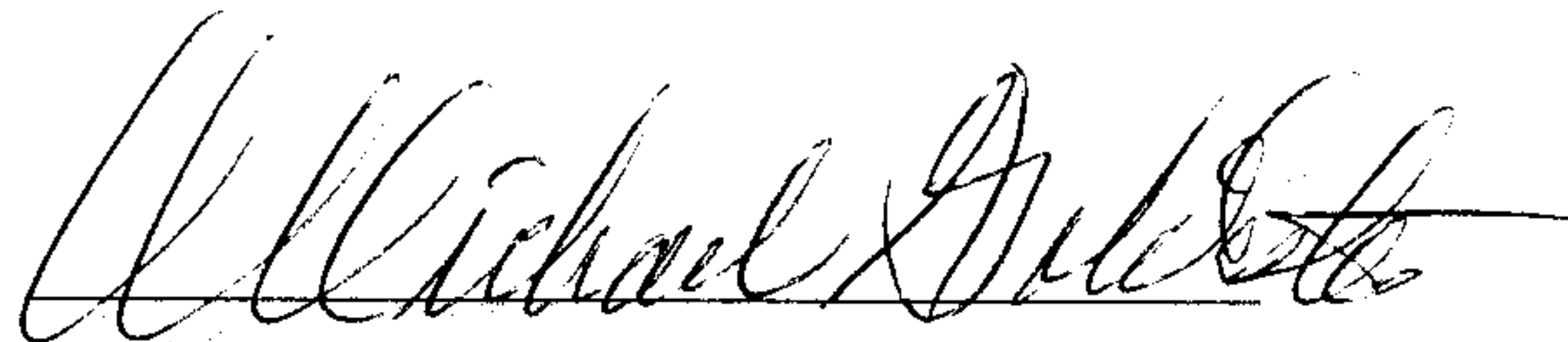
STATE OF ALABAMA )

COUNTY OF JEFFERSON )

On this the 28<sup>th</sup> DAY OF MAY 2008, before me, MICHAEL GOLDSTEIN, a NOTARY PUBLIC, personally appeared **Randy Little, VP** on behalf of **Nexity Bank**, a(n) **Financial Institution**, to me personally known or who having proved to me on the basis of satisfactory evidence to be the person whose name is subscribed within this instrument and who acknowledged that he/she holds the position set forth and that he/she is being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the Financial Institution by himself/herself as **VP of Nexity Bank**, and that the foregoing instrument is the voluntary act and deed of the Financial Institution.

In witness whereof, I hereunto set my hand and official seal.

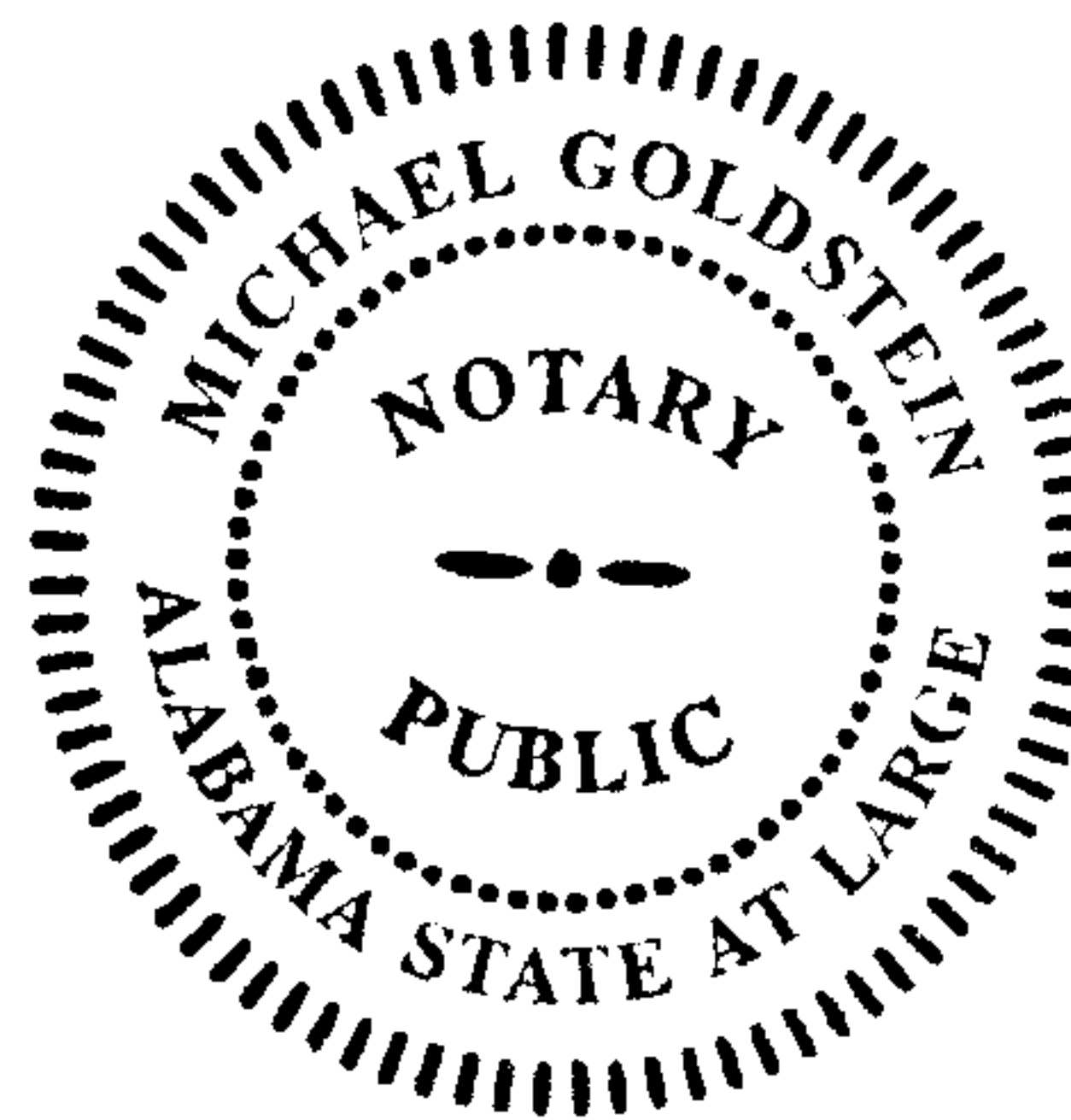
My commission expires: 8-01-2008



**MICHAEL GOLDSTEIN**  
MY COMMISSION EXPIRES AUGUST 1, 2008

(Official Seal)

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: **Aug 1, 2008**  
BONDED THRU NOTARY PUBLIC UNDERWRITERS



THIS INSTRUMENT PREPARED BY:  
**Nexity Bank - Lynn Boyd**  
**Lynn Boyd**  
**3500 Blue Lake Drive, #330**  
**Birmingham, AL 35243**

AFTER RECORDING RETURN TO:  
**Nexity Bank, Attn: Bill Osthoff**  
**3500 Blue Lake Drive, #330**  
**Birmingham, AL 35243**

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**SCHEDULE "A"**

THAT CERTAIN PIECE OR PARCEL OF LAND AND THE BUILDINGS AND  
IMPROVEMENTS THEREON, KNOWN AS **205 HIDDEN CREEK DRIVE,**  
TOWN OF **PELHAM,** COUNTY OF **SHELBY,** STATE OF **ALABAMA,**  
AND BEING MORE PARTICULARLY DESCRIBED IN A DEED RECORDED  
IN BOOK \_\_\_\_\_, PAGE \_\_\_\_\_,  
OF THE \_\_\_\_\_.

APN/TAX ID #: \_\_\_\_\_

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I148FC8Y

## **SCHEDULE A**

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

LOT 159, ACCORDING TO THE SURVEY OF HIDDEN CREEK III, PHASE 1, AS  
RECORDED IN MAP BOOK 26 PAGE 13, IN THE PROBATE OFFICE OF SHELBY  
COUNTY, ALABAMA.

KNOWN: 205 HIDDEN CREEK DR.

PARCEL: 136134004046000