



20080908000355560 1/3 \$18.00
Shelby Cnty Judge of Probate, AL
09/08/2008 08:33:52AM FILED/CERT

This instrument was prepared by

Red Mountain Bank, N.A. (name)

5 Inverness Center Parkway
Birmingham, AL. 35242-4803 (address)

State of Alabama

Space Above This Line For Recording Data

MODIFICATION OF MORTGAGE

DATE AND PARTIES. The date of this Real Estate Modification (Modification) is 08/29/2008.

The parties and their addresses are:

MORTGAGOR: Walter Bruce Henley and Shelia Crowe Henley,
Husband and Wife
5106 Old Mill Court
Pelham, AL 35124

LENDER: Red Mountain Bank, N.A.
5 Inverness Center Parkway
Birmingham, AL 35242

BACKGROUND. Mortgagor and Lender entered into a Security Instrument dated 08/25/2008 and recorded on 09/08/2008. The Security Instrument was recorded in the records of

Shelby County, Alabama at 20080908000355550.

The property is located in Shelby County at

5106 Old Mill Court/830 Valley View Road Pelham, AL 35124

Described as:

Parcel I: Lot 22, according to the Survey of Sector Two Brookstone Subdivision, as recorded in Map Book 5, page 14, in the Probate Office of Shelby County, Alabama. Parcel II: Lot 4, according to the Survey of Old Mill Trace 3rd Sector, as recorded in MapBook 9, page 127, in the Probate Office of Shelby County, Alabama.

WBT
DCB

MODIFICATION. For value received, Mortgagor and Lender agree to modify the original Security Instrument. Mortgagor and Lender agree that this Modification continues the effectiveness of the original Security Instrument. The Security Instrument was given to secure the original debts and obligations (whether identified as Secured Debts, Sums Secured, or otherwise) that now have been modified. Together with this Modification, the Security Instrument now secures the following debts and all extensions, renewals, refinancings, modifications and replacements. *(Include items such as borrower's name, note or contract amounts, interest rates (whether variable), maturity dates, etc.)*

One note of even date in the principal amount of 300,000.00 with final payment due 08/29/2009

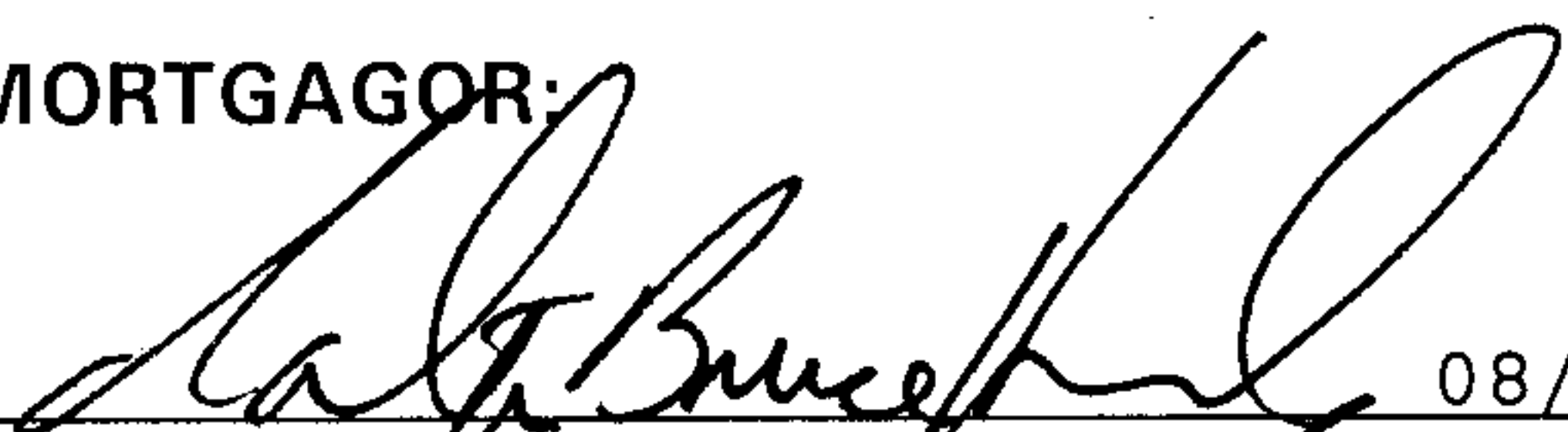
☒ **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by the Security Instrument at any one time will not exceed \$300,000.00 ☐ which is a \$ _____ ☐ increase ☐ decrease in the total principal amount secured. This limitation of amount does not include interest and other fees and charges validly made pursuant to the Security Instrument. Also, this limitation does not apply to advances made under the terms of the Security Instrument to protect Lender's security and to perform any of the covenants contained in the Security Instrument.

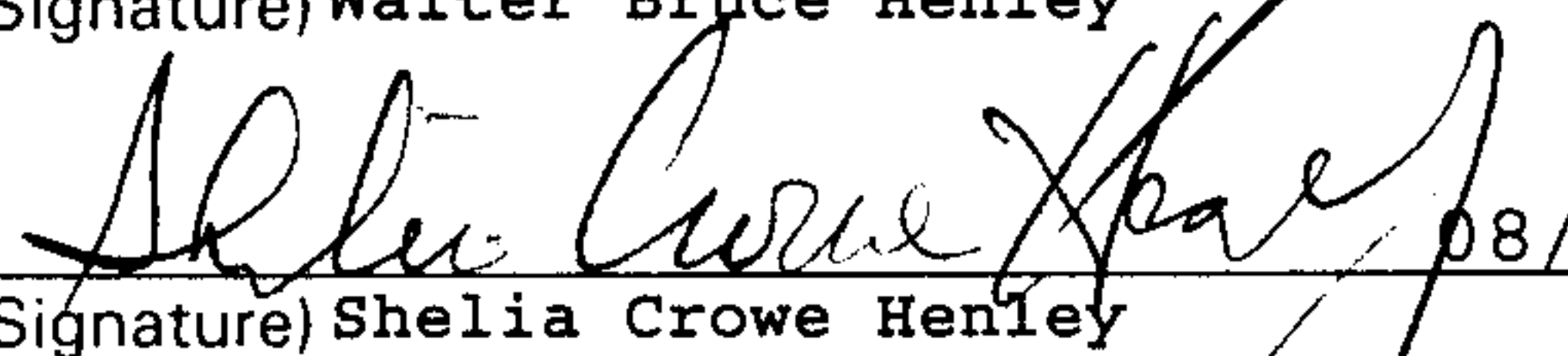
WARRANTY OF TITLE. Mortgagor warrants that Mortgagor is or will be lawfully seized of the estate conveyed by the Security Instrument and has the right to grant, bargain, convey, sell, and mortgage the property. Mortgagor also warrants that such same property is unencumbered, except for encumbrances of record.

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

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

MORTGAGOR:


(Signature) Walter Bruce Henley 08/29/2008 (Seal)
(Date)


(Signature) Shelia Crowe Henley 08/29/2008 (Seal)
(Date)

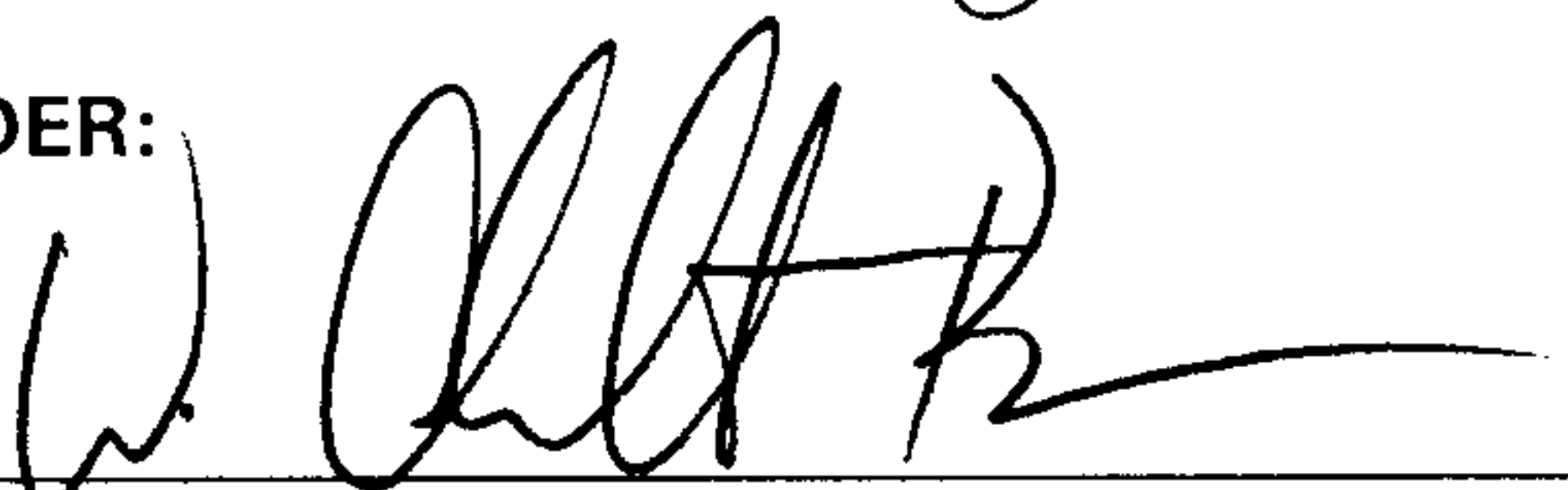
(Signature) (Date) (Seal)

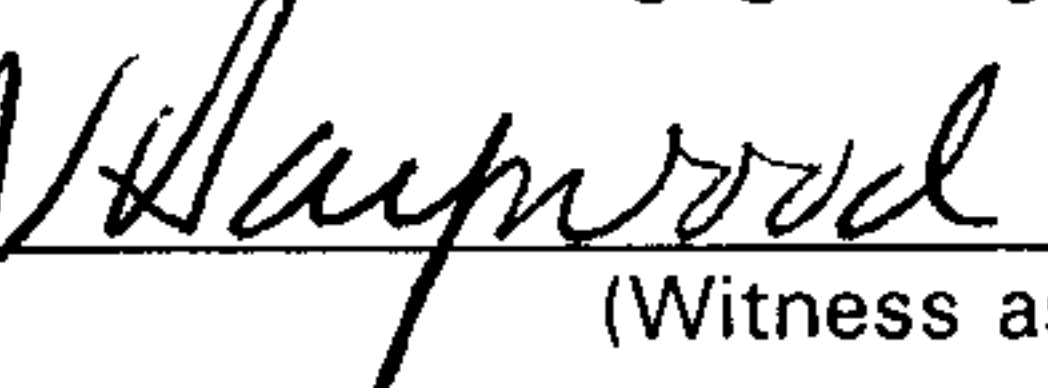
(Signature) (Date) (Seal)

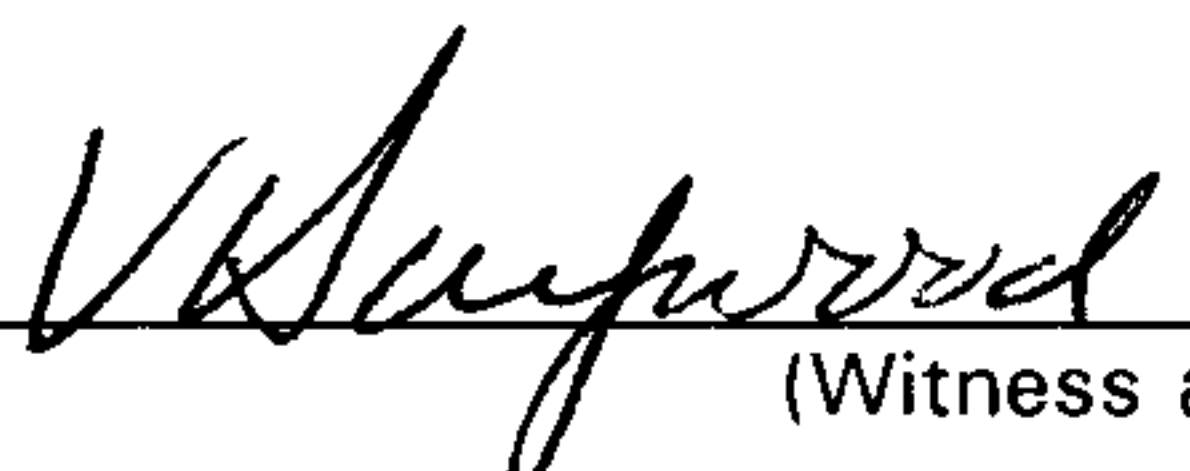
(Signature) (Date) (Seal)


(Signature) (Date) (Seal)

LENDER:

By 
Charlton Barger
Head of Mortgage Department (Seal)


(Witness as to all signatures)


(Witness as to all signatures)

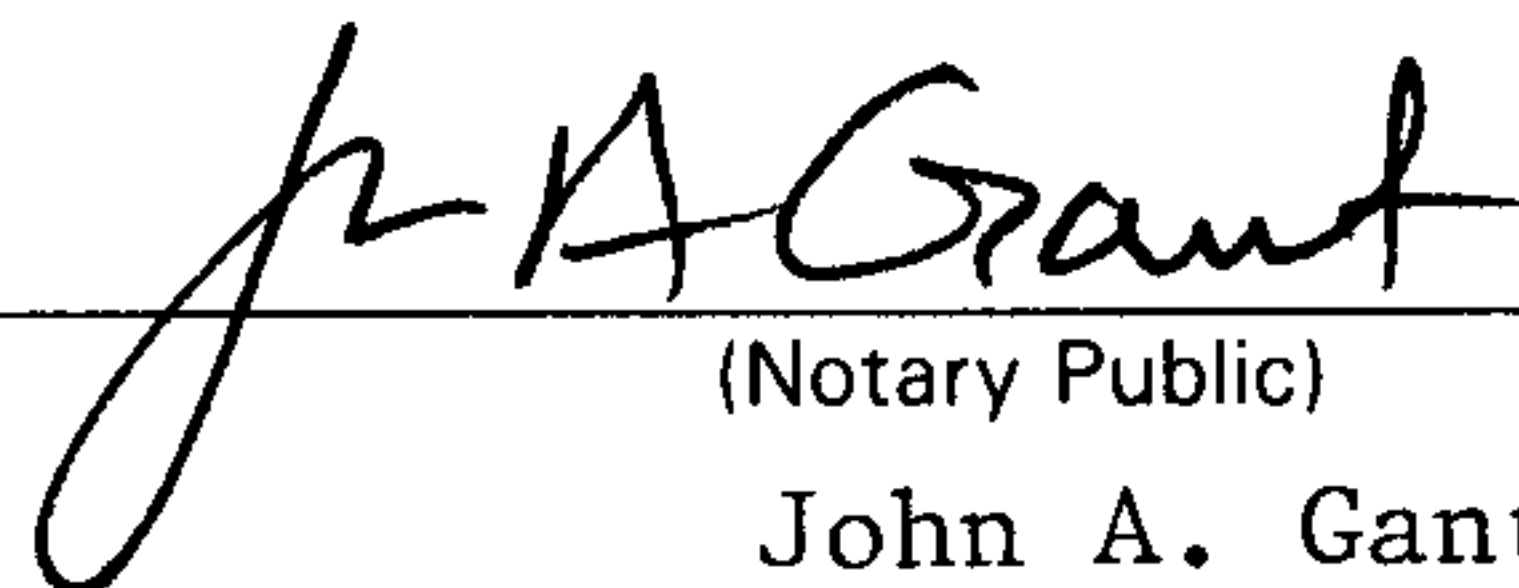

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ACKNOWLEDGMENT:

STATE OF Alabama, COUNTY OF _____ } ss.

(Individual) I, a notary public, hereby certify that Walter Bruce Henley and Shelia Crowe Henley Husband and Wife
_____ whose name(s) is/are signed to the foregoing
conveyance, and who is/are known to me, acknowledged before me on this day that, being informed of
the contents of the conveyance, he/she/they executed the same voluntarily on the day the same bears
date. Given under my hand this 29th day of August, 2008.
My commission expires: 10/20/09

(Seal)

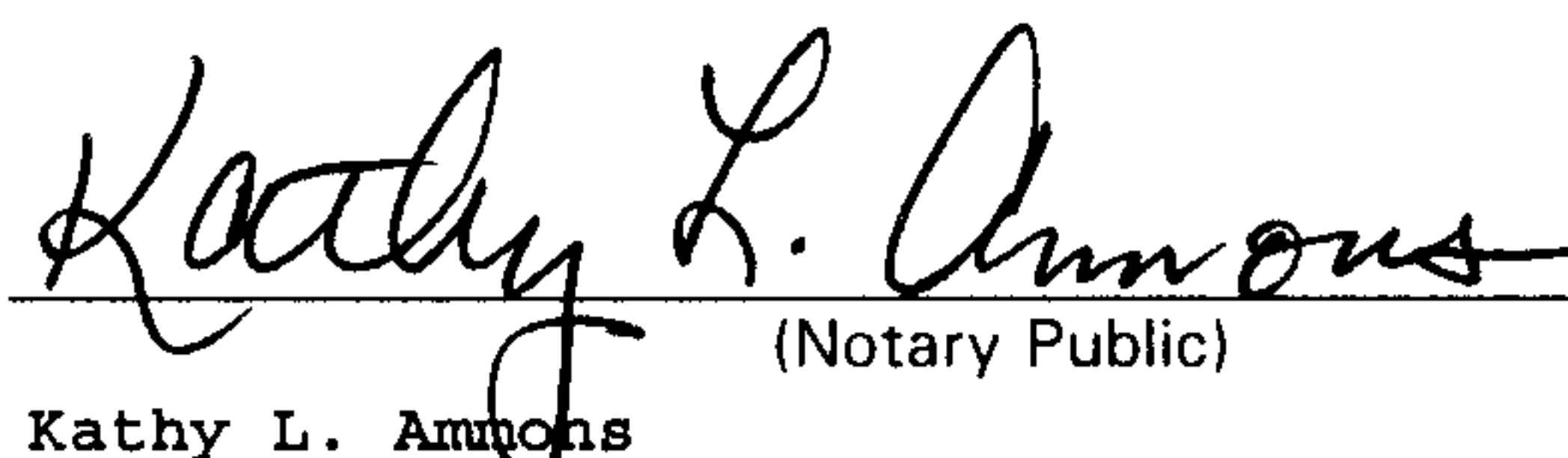

(Notary Public)
John A. Gant


ACKNOWLEDGMENT:

STATE OF Alabama, COUNTY OF Shelby } ss.

(Lender) I, Kathy L. Ammons, a notary public, in and for said
County in said State, hereby certify that Charlton Barger,
whose name(s) as Head of Mortgage Department (Titles)
of the Red Mountain Bank, N.A. (Name of Business or Entity)
a(n) _____, is/are 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/they,
in his/her/their capacity as such Head of Mortgage Department (Titles)
executed the same voluntarily on the day the same bears date. Given under my hand this the 29th day
of August, 2008.
My commission expires: 03/23/2010

(Seal)


(Notary Public)
Kathy L. Ammons


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