



20080909000358390 1/4 \$20.00
Shelby Cnty Judge of Probate, AL
09/09/2008 12:52:18PM FILED/CERT

Recorded and Return to:

Attn: Special Services
HSBC Mortgage Corporation
2929 Walden Avenue
Depew, NY 14043

Mortgage Spreading Agreement

This agreement made and entered into by and between **Peggy A. Duke , a single woman** , hereinafter referred to as Mortgagor and **HSBC Mortgage Corporation (USA)**, as Assignee from SouthTrust Mortgage Corporation (the "Original Lender") which has an office located at **2929 Walden Avenue, Depew, NY 14043**, hereinafter referred to collectively as "Mortgagee."

WITNESSETH:

WHEREAS, Mortgagor and **SouthTrust Mortgage Corporation** as the Original Lender, on the **29th** day of **November, 2004**, entered into a certain mortgage instrument (the "Mortgage") securing a note in the principal sum of **One Hundred Fifty Thousand and no/100-----Dollars (\$ 150,000.00)** (the "Note"), which Mortgage was recorded on **January 11, 2005**, in **Instrument No. 20050111000017050** in Probate Office of Shelby County, State of **Alabama**, in which Mortgage the lands securing said indebtedness were described (the "Original Legal Description").

WHEREAS, the Mortgagor desires to spread the Mortgage over additional lands, as shown on the revised plat to be recorded.

NOW THEREFORE, in consideration of the premises, the mutual agreements contained herein, and with the express understanding that said Mortgage now held by Mortgagee is a valid, first and subsisting lien which will not be impaired by this modification, it is agreed between the parties hereto that the legal description of the land securing said Mortgage is amended from the Original Legal Description to the following Revised Legal Description.

The Revised Legal Description shall read as follows until the new record plat is filed for record:

A tract of land situated in the Northwest ¼ of the Northeast ¼ of Section 4, Township 19 South, Range 1 West, Shelby County, Alabama being better described as follows:

Begin at the Northeast corner of Lot 1141 according to the Survey of Highland Lakes 11th Sector, an Eddleman Community, as recorded in Map Book 27, Page 84, in the Probate Office of Shelby County, Alabama and a point on the Westerly right-of-way line of Grove Parkway; thence run North 78 degrees 53 minutes 17 seconds West along the North line of said Lot 1141 for 193.09 feet; thence run South 01 degree 25 minutes 02 seconds East along the West line of said Lot 1141 for 62.44 feet; thence run South 11 degrees 19 minutes 16 seconds East for 15.15 feet; thence run South 79 degrees 51 minutes 59 seconds East for 173.93 feet to a point on the Westerly right-of-way line of Grove Parkway and to the

point a non tangent curve to the right of which the radius point lies South 79 degrees 55 minutes 25 seconds East, a radial distance of 892.75 feet; thence run Northerly along the arc and said road right-of-way, through a central angle of 01 degree 02 minutes 09 seconds, a distance of 16.14 feet; thence run North 11 degrees 06 minutes 43 seconds East along said road right-of-way for 55.85 feet to the point of beginning.

Said tract of land containing 13,573.04 square feet or 0.31 acres.

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 Instrument 1996/17543, and further amended in Instrument 1999/31095 in the Probate Office of Shelby County, Alabama and the Declaration of Covenants, Conditions and Restrictions for Highland Lakes, a Residential Subdivision, 11th Sector, recorded as Instrument 2000/41316 in the Probate Office of Shelby County, Alabama (which, together with all amendments thereto, is hereinafter collectively referred to as, the "Declaration").

Upon the recording of the new record plat the Revised Legal Description shall read as follows:

Lot 1141A, being a Re-Survey of Lots 1139 - 1141, according to the survey of Highland Lakes, 11th Sector, an Eddleman Community, as recorded in Map Book 27, Page 84 A, B, C and D, in the Office of the Judge of Probate of Shelby County, Alabama, said Re-Survey being recorded in Map Book 40, Page 33, in the Office of the Judge of Probate of Shelby County, Alabama.

In addition, the parties hereto agree to the following:

1. The Mortgage will encumber the property described in the Revised Legal Description as if such property had originally been described in the Mortgage.
2. Mortgagor hereby covenants, promises, agrees, and reaffirms: a) to pay the Note at the times, in the manner, and in all respects as therein provided: b) to perform each and all of the covenants, agreements, and obligations in said Mortgage to be performed by the Mortgagor therein, at the time, in the manner, and in all respects as therein provided; and to be bound by each and all of the terms and provisions of said Note and Mortgage.
3. This Agreement does not constitute the creation of a new debt nor the extinguishment of the debt evidenced by said Note, nor does it in any way affect or impair the lien of said Mortgage, which Mortgagor acknowledges to be a valid and existing first lien against the real property described in the Revised Legal Description as if such property has been originally described in the Mortgage and the lien of said Mortgage is agreed to continue in full force and effect, and the same shall continue until fully satisfied.
4. Notwithstanding anything herein to the contrary, this Agreement shall not affect nor impair any representation in regard to any warranty of title heretofore made by the Mortgagor, all of which shall remain in force and inure to the benefit of the Mortgagee and any insurer of the title to the property described in the Revised Legal Description or the lien of the Mortgage thereon.
5. The word "Note" as used herein, shall be construed to mean note, bond, extension or modification agreement, or other instrument evidencing the indebtedness herein referred to, and to include such instrument whether originally made and delivered to the Mortgagee or assigned and/or

endorsed to the Mortgagee; and the word "Mortgage" shall be construed to mean mortgage, deed of trust, loan deed, or other instrument securing the indebtedness herein referred to, and to include such instrument, whether originally made and delivered to the Mortgagee as mortgage, or made and delivered to some other mortgagee and purchased by the Mortgagee and now owned by the Mortgagee by virtue by any assignment to it. The "Mortgagors" referred to herein may be an original make of the Note or any person obligated thereon by endorsement, assumption of debt, or otherwise.

6. Mortgagor shall pay all costs of the modification made hereby, to include without limitation, recording fees.

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors, heirs and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals.

HSBC MORTGAGE CORPORATION

By: *Lynne Ruberto*
Its: **LYNNE RUBERTO #8356**
ASSISTANT VICE PRESIDENT

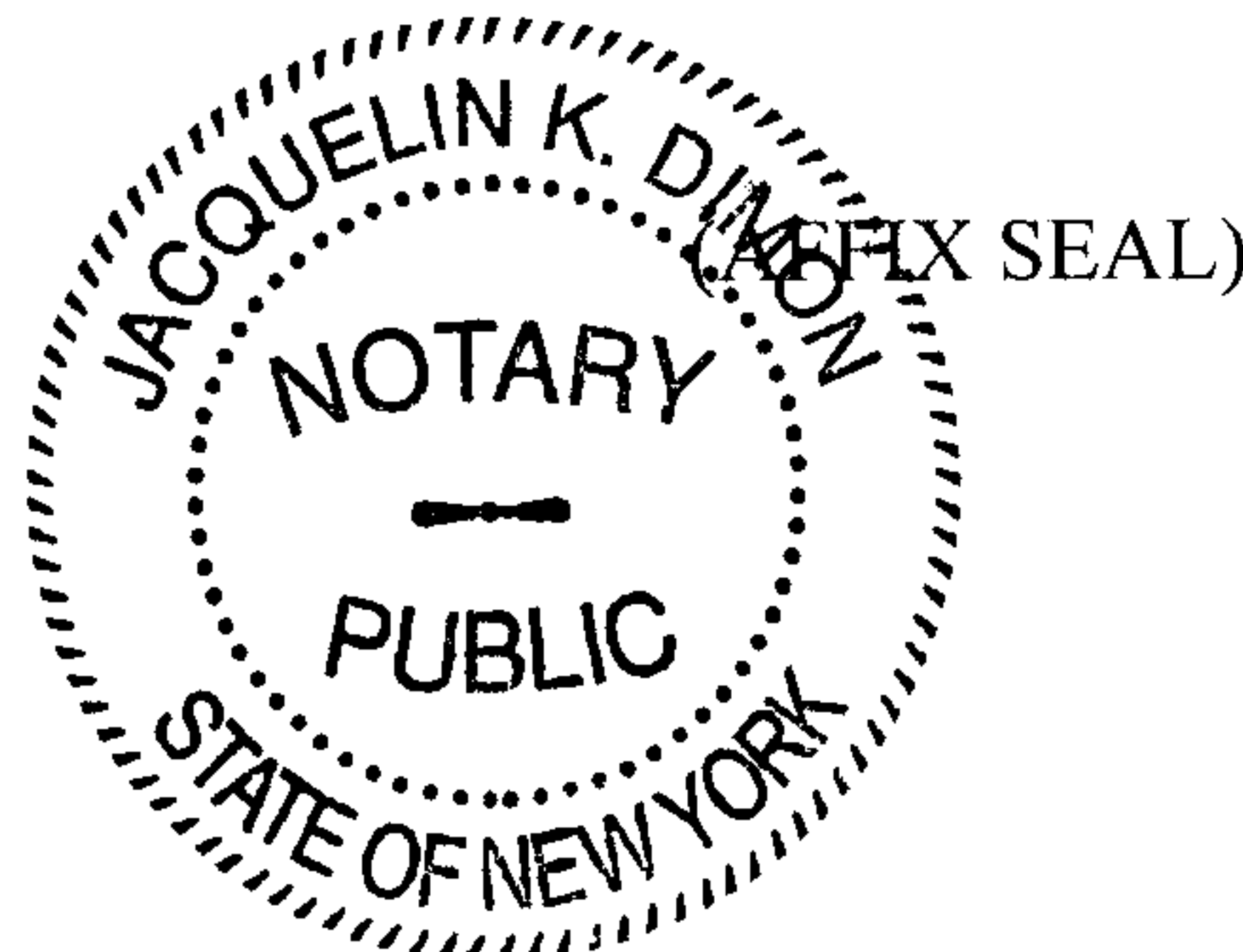
STATE OF New York)
COUNTY OF Erie)

I, the undersigned, a Notary Public, in and for said County and State, hereby certify that Lynne Ruberto, whose name as Asst Vice President of HSBC Mortgage Corporation, 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, she as such Asst Vice President and with full authority, signed the same voluntarily for and as the act of said Asst Vice President.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this the 25th day of February, 2008.
APR 1

Jacquelin K. Dimon
NOTARY PUBLIC
My Commission Expires:

JACQUELIN K. DIMON
No. 01DI610045
Notary Public, State of New York
Qualified in Erie County
My Commission Expires Oct. 10, 2011





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Mortgagor:

Peggy A. Duke
Peggy A. Duke

STATE OF ALABAMA)
 :
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public, in and for said County and State, hereby certify that Peggy A. Duke, a single woman, 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 she executed the same voluntarily on the day the same bears date.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this the 11th of April, 2008.

[Signature]
NOTARY PUBLIC
My Commission Expires: 6-5-2011

(AFFIX SEAL)

This Instrument was prepared by:
Clayton T. Sweeney, Attorney At Law
2700 Highway 280 East Suite 160
Birmingham, AL 35223

