



20081022000413640 1/3 \$18.00
Shelby Cnty Judge of Probate, AL
10/22/2008 10:45:45AM 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 09/17/2008.
The parties and their addresses are:

MORTGAGOR: Howard Winkler and Diane M Winkler,
a married couple
428 Ramsay Road
Birmingham, AL 35242

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

BACKGROUND. Mortgagor and Lender entered into a Security Instrument dated 03/18/2008 and recorded on 05/08/2008. The Security Instrument was recorded in the records of Shelby County, Alabama at 20080508000189910.
The property is located in Shelby County at 428 Ramsay Road Birmingham, AL 35242.

Described as:

Lot 307, according to the Survey of Greystone Legacy, 3rd Sector, as recorded in Map Book 27 page 109, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

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.)*

Two notes dated 3-18-08 and assumed by Sommerset LLC on 9-17-08 with a final payment date of 3/18/2010, loan #400106800 and a final payment date of 5/22/2009, loan #400073900.

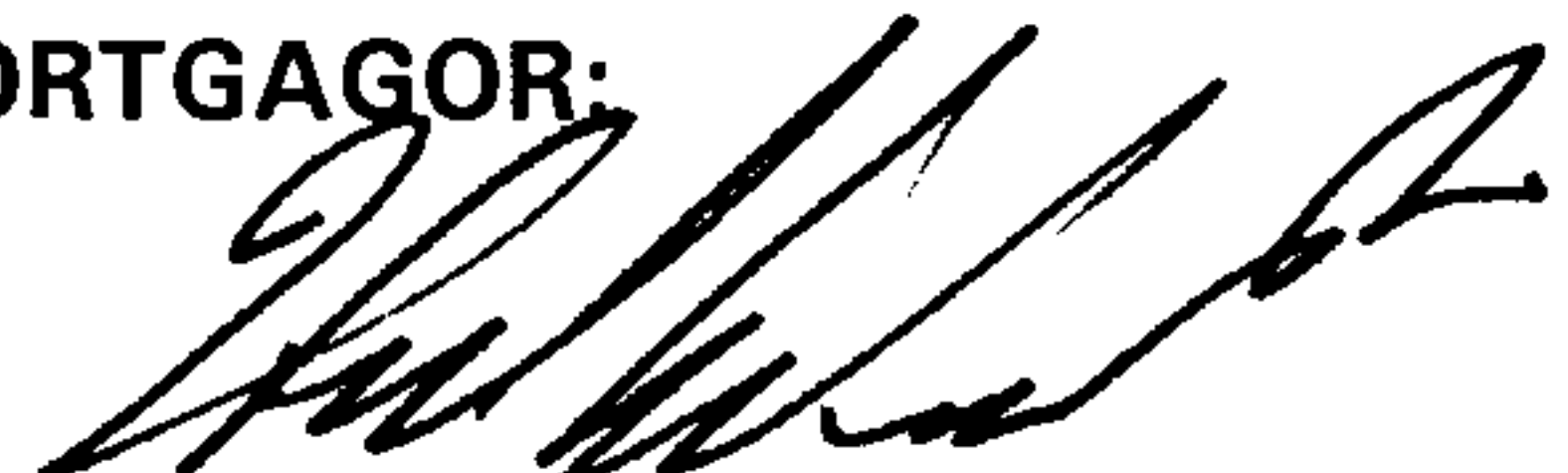
☐ **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by the Security Instrument at any one time will not exceed \$ _____ ☐ which is a \$ _____ ☐ increase ☐ decrease in the total principal amount secured. This limitation of amount does not include interest and other fees and charges validly 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.

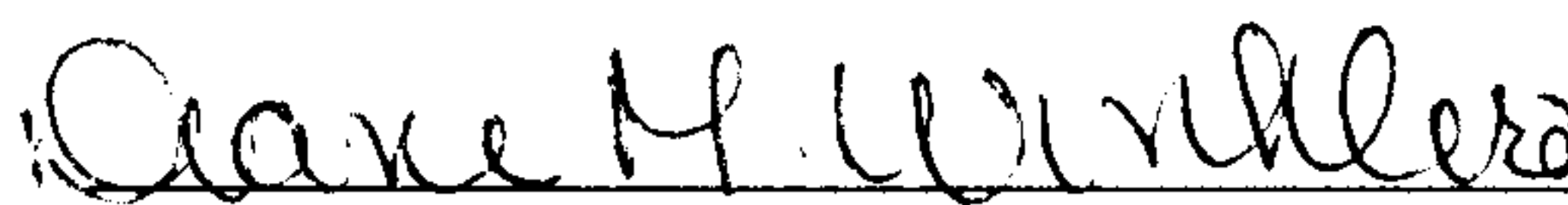
SIGNATURES: By signing below, Mortgagor agrees to the terms and covenants contained in this Modification. Mortgagor also acknowledges receipt of a copy of the Modification.

MORTGAGOR:



(Signature) Howard Winkler 09/17/2008 (Seal)
(Date)

(Signature) (Date) (Seal)




(Signature) Diane M Winkler 09/17/2008 (Seal)
(Date)

(Signature) (Date) (Seal)

(Signature) (Date) (Seal)

(Signature) (Date) (Seal)

LENDER:

By 

Kirk Johnson (Seal)
Commercial Banking Officer

(Witness as to all signatures)

(Witness as to all signatures)



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ACKNOWLEDGMENT:STATE OF Alabama, COUNTY OF Shelby } ss.

(Individual) I, a notary public, hereby certify that Howard Winkler and Diane M Winkler a married couple 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 17th day of September, 2008.

My commission expires:

(Seal)

Amanda Williamson Harrelson
(Notary Public)

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Oct 17, 2011
BONDED THRU NOTARY PUBLIC UNDERWRITERS

ACKNOWLEDGMENT:STATE OF Alabama, COUNTY OF Shelby } ss.

(Lender) I, Amanda Williamson Harrelson, a notary public, in and for said County in said State, hereby certify that Kirk Johnson, whose name(s) as Commercial Banking Officer (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 Commercial Banking Officer (Titles) executed the same voluntarily on the day the same bears date. Given under my hand this the 17th day of September, 2008.

My commission expires:

(Seal)

Amanda Williamson Harrelson
(Notary Public)

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Oct 17, 2011
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