

Space Above This Line For Recording Data

This instrument was prepared by ServisFirst Bank, P O Box 1508, Birmingham, Alabama 35201-1508

Mitzi Gullledge-closer  
**MODIFICATION OF MORTGAGE**

31378777

**DATE AND PARTIES.** The date of this Real Estate Modification (Modification) is December 1, 2008. The parties and their addresses are:

**MORTGAGOR:**

**WILLIAM R LEWIS**

Spouse of BONNIE M LEWIS  
312 LEJEUNE WAY  
BIRMINGHAM, AL 35209

**BONNIE M LEWIS**

Spouse of WILLIAM R LEWIS  
312 LEJEUNE WAY  
BIRMINGHAM, AL 35209

**LENDER:**

**SERVISFIRST BANK**

Organized and existing under the laws of Alabama  
P O Box 1508  
Birmingham, AL 35201-1508

**\*\*THIS PROPERTY DOES NOT CONSTITUTE THE HOMESTEAD OF MORTGAGOR OR HIS SPOUSE\*\***

**1. BACKGROUND.** Mortgagor and Lender entered into a security instrument dated FEBRUARY 2, 2006 and recorded on MARCH 13, 2006 (Security Instrument). The Security Instrument was recorded in the records of Shelby County, Alabama at 20060313000116960 and covered the following described Property:

**\*\* SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF\*\***

The property is located in Shelby County at 1075 Chelsea Road, Columbiana, Alabama 35051.

**2. MODIFICATION.** For value received, Mortgagor and Lender agree to modify the Security Instrument as provided for in this Modification.

The Security Instrument is modified as follows:

**A. Secured Debt.** The secured debt provision of the Security Instrument is modified to read:

**(1) Secured Debts.** The term "Secured Debts" includes and this Security Instrument will secure each of the following:

**(a) Specific Debts.** The following debts and all extensions, renewals, refinancings, modifications and replacements. A renewal note or other agreement, No. 100029750, dated December 1, 2008, from Mortgagor to Lender, with a maximum credit limit of \$200,000.00 and maturing on December 1, 2009. One or more of the debts secured by this Security Instrument contains a future advance provision.

**(b) Sums Advanced.** All sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

**3. WARRANTY OF TITLE.** Mortgagor warrants that Mortgagor continues to be lawfully seized of the estate conveyed by the Security Instrument and has the right to grant, bargain, convey, sell and mortgage with the power of sale the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.

**4. CONTINUATION OF TERMS.** Except as specifically amended in this Modification, all of the terms of the Security Instrument shall remain in full force and effect.

**5. AGREEMENT TO ARBITRATE.** Lender or Mortgagor may submit to binding arbitration any dispute, claim or other matter in question between or among Lender and Mortgagor that arises but of or relates to this Transaction (Dispute), except as otherwise indicated in this section or as Lender and Mortgagor agree to in writing. For purposes of this section, this Transaction includes this Modification and any other document relating to the Secured Debts, and proposed loans or extensions of credit that relate to this Modification. Lender or Mortgagor will not arbitrate any Dispute within any "core proceedings" under the United States bankruptcy laws.

Lender and Mortgagor must consent to arbitrate any Dispute concerning the Secured Debt secured by real estate at the time of the proposed arbitration. Lender may foreclose or exercise any powers of sale against real property securing the Secured Debt underlying any Dispute before, during or after any arbitration. Lender may also enforce the Secured Debt secured by this real property and underlying the Dispute before, during or after any arbitration.

Lender or Mortgagor may, whether or not any arbitration has begun, pursue any self-help or similar remedies, including taking property or exercising other rights under the law; seek attachment, garnishment, receivership or other provisional remedies from a court having jurisdiction to preserve the rights of or to prevent irreparable injury to Lender or Mortgagor; or foreclose against any property by any method or take legal action to recover any property. Foreclosing or exercising a power of sale, beginning and continuing a judicial action or pursuing self-help remedies will not constitute a waiver of the right to compel arbitration.

The arbitrator will determine whether a Dispute is arbitrable. A single arbitrator will resolve any Dispute, whether individual or joint in nature, or whether based on contract, tort, or any other matter at law or in equity. The arbitrator may consolidate any Dispute with any related disputes, claims or other matters in question not arising out of this Transaction. Any court having jurisdiction may enter a judgment or decree on the arbitrator's award. The judgment or decree will be enforced as any other judgment or decree.

Lender and Mortgagor acknowledge that the agreements, transactions or the relationships which result from the agreements or transactions between and among Lender and Mortgagor involve interstate commerce. The United States Arbitration Act will govern the interpretation and enforcement of this section.

The American Arbitration Association's Commercial Arbitration Rules, in effect on the date of this Modification, will govern the selection of the arbitrator and the arbitration process, unless otherwise agreed to in this Modification or another writing.

**6. WAIVER OF TRIAL FOR ARBITRATION.** Lender and Mortgagor understand that the parties have the right or opportunity to litigate any Dispute through a trial by judge or jury, but that the parties prefer to resolve Disputes through arbitration instead of litigation. If any Dispute is arbitrated, Lender and Mortgagor voluntarily and knowingly waive the right to have a trial by jury or judge during the arbitration.

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

**MORTGAGOR:**

WILLIAM R LEWIS

Individually

BONNIE M LEWIS

Individually

**LENDER:**

ServisFirst Bank

By Meredith McLaughlin

20081212000463830 2/5 \$23.00  
Shelby Cnty Judge of Probate, AL  
12/12/2008 11:00:35AM FILED/CERT



ACKNOWLEDGMENT.

(Individual)

State OF Alabama, County OF Jefferson ss.  
I, Luker C Moon, a notary public, hereby certify that WILLIAM R LEWIS , spouse of BONNIE M LEWIS, and BONNIE M LEWIS , spouse of WILLIAM R LEWIS, whose name(s) is/are signed to the foregoing instrument, and who is/are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she/they executed the same voluntarily on the day the same bears date. Given under my hand this 1 day of December, 2008.

My commission expires:  
NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Mar 19, 2012  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

Luker C Moon  
(Notary Public)

(Lender Acknowledgment)

State OF Alabama, County OF Jefferson ss.  
I, Luker C Moon, a notary public, in and for said County in said State, hereby certify that Meredith McLaughlin, whose name(s) as Asst Vice Pres. of ServisFirst Bank, a corporation, 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, as such officer(s) and with full authority, executed the same voluntary for and as the act of said corporation. Given under my hand this the 1 day of December, 2008.

My commission expires:  
NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Mar 19, 2012  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

Luker C Moon  
(Notary Public)


  
20081212000463830 3/5 \$23.00  
Shelby Cnty Judge of Probate, AL  
12/12/2008 11:00:35AM FILED/CERT

EXHIBIT A

SITUATED IN THE COUNTY OF SHELBY AND STATE OF ALABAMA:

A PARCEL OF LAND BEING SITUATED IN THE SOUTHWEST 1/4 SECTION 14, TOWNSHIP 21 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
FROM A 3/4 INCH REBAR ACCEPTED AS THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 21 SOUTH, RANGE 1 WEST, BEING THE POINT OF BEGINNING OF HEREIN DESCRIBED PARCEL OF LAND, RUN THENCE WEST ALONG THE ACCEPTED SOUTH BOUNDARY OF SAID SOUTHEAST 1/4 OF SOUTHWEST 1/4 A DISTANCE OF 1,324.24 FEET TO A RAILROAD RAIL ACCEPTED AS THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 14; THENCE TURN 01 DEGREE 02 MINUTES 17 SECONDS LEFT AND RUN 663.10 FEET ALONG AN ACCEPTED SEGMENT OF THE SOUTH BOUNDARY OF SAID SOUTHWEST 1/4 OF SOUTHWEST 1/4 AND ALONG A YELLOW PAINTED LINE TO A 4 INCH X 4 INCH CONCRETE MONUMENT; THENCE TURN 91 DEGREES 36 MINUTES 53 MINUTES RIGHT AND RUN 1028.74 FEET ALONG FEET TO A 1/2 INCH REBAR; THENCE TURN 24 DEGREES 23 MINUTES 54 SECONDS LEFT AND RUN 29.76 FEET TO A 1/2 INCH REBAR; THENCE RUN 28 DEGREES 16 MINUTES 22 SECONDS LEFT AND RUN 52.36 FEET TO A 1/2 INCH REBAR ON THE WESTERLY BOUNDARY OF SHELBY COUNTY HIGHWAY NO. 47 (80 FEET RIGHT OF WAY), SAID POINT BEING ON A CURVE CONCAVE RIGHT, HAVING A DELTA ANGLE OF 30 DEGREES 29 MINUTE 48 SECONDS AND TANGENTS OF 288.10 FEET; THENCE TURN 106 DEGREES 22 MINUTES 58 SECONDS RIGHT AND RUN A CHORD DISTANCE OF 43.17 FEET TO A 1/2 INCH REBAR ON SAID CURVE BOUNDARY; THENCE TURN 43 DEGREES 43 MINUTES 37 SECONDS RIGHT AND RUN 107.32 FEET ALONG A FENCE LINE TO A 1/2 INCH REBAR; THENCE TURN 87 DEGREES 20 MINUTES 48 SECONDS RIGHT AND RUN 400.00 FEET ALONG A FENCE LINE TO A 1/2 INCH REBAR; THENCE TURN 87 DEGREES 20 MINUTES 48 SECONDS LEFT AND RUN 396.38 FEET TO A 1/2 INCH REBAR ON THE NORTH BOUNDARY OF THE SOUTHEAST 1/4 OF SOUTHWEST 1/4 OF AFOREMENTIONED SECTION 14; THENCE TURN 01 DEGREE 10 MINUTES

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EXHIBIT A  
(continued)

14 SECONDS LEFT AND RUN 689.80 FEET TO A 1/2 INCH REBAR;  
THENCE TURN 90 DEGREES 49 MINUTES 04 SECONDS LEFT AND RUN  
400.00 FEET TO A 1/2 INCH REBAR ON THE ACCEPTED EAST BOUNDARY  
OF SAID SOUTHEAST 1/4 OF SOUTHWEST 1/4; THENCE TURN 90  
DEGREES 48 MINUTES 36 SECONDS RIGHT AND RUN 612.30 FEET TO  
THE POINT OF BEGINNING OF HEREIN DESCRIBED PARCEL OF LAND.

Permanent Parcel Number: 21-6-14-3-001-001-001  
WILLIAM R. LEWIS AND BONNIE M. LEWIS

1075 CHELSEA ROAD, COLUMBIANA AL 35051  
Loan Reference Number : MEREDITH MCLAUGHLIN/100029750  
First American Order No: 39378877  
Identifier: f/L/FIRST AMERICAN EQUITY LOAN SERVICES


 LEWIS  
39378877

AL

FIRST AMERICAN ELS  
MODIFICATION AGREEMENT



WHEN RECORDED, RETURN TO:  
*EQUITY LOAN SERVICES, INC.*  
*1100 SUPERIOR AVENUE, SUITE 200*  
*CLEVELAND, OHIO 44114*  
*NATIONAL RECORDING - TEAM 1*  
*Accommodation Recording Per Client Request*

  
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