

This instrument was prepared by

Red Mountain Bank, N.A. (name)

PO Box 381748
Birmingham, AL. 35238 (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 12/26/2008.
The parties and their addresses are:

MORTGAGOR: Michael Clements and Michelle Clements,
a married couple
2001 Lake Heather Drive
Hoover, AL 35242

LENDER: Red Mountain Bank, N.A.
PO Box 381748
Birmingham, AL 35238

BACKGROUND. Mortgagor and Lender entered into a Security Instrument dated 09/18/2008 and recorded on 10/16/2008. The Security Instrument was recorded in the records of Shelby County, Alabama at Shelby County Judge of Probate, 20081016000408010. The property is located in Shelby County at 2001 Lake Heather Drive Hoover, AL 35242.

Described as:

Lot 45, according to the Survey of Lake Heather Estates, Givisnpour's Addition to Inverness, as recorded in Map Book 16, Page 121, in the Probate Office of Shelby County, Alabama, being situated in Shelby County, Alabama

Together with a non-exclusive easement to use the private roadways, access easements and other easements, all as more particularly described in the Declaration of Protective Covenants for Lake Heather Estates, as recorded in Instrument No. 1992-18226, in the Probate Office of Shelby County, Alabama (which, together with all amendments thereto, is hereafter collectively referred to as the "Declaration".)

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 200,000.00 with final payment due 09/20/2018

☒ **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by the Security Instrument at any one time will not exceed \$200,000.00 ☒ which is a \$50,000.00 ☒ 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:

 12/26/2008 (Seal)
(Signature) Michael Clements (Date)

____ (Seal)
(Signature) (Date)

 12/26/2008 (Seal)
(Signature) Michelle Clements (Date)

____ (Seal)
(Signature) (Date)

____ (Seal)
(Signature) (Date)


____ (Seal)
(Signature) (Date)

LENDER:

By  (Seal)

(Witness as to all signatures)

(Witness as to all signatures)


20090112000009900 2/3 \$92.00
Shelby Cnty Judge of Probate, AL
01/12/2009 01:42:48PM FILED/CERT

ACKNOWLEDGMENT:

STATE OF Alabama, COUNTY OF Jefferson } ss.

(Individual)

I, a notary public, hereby certify that Michael Clements and Michelle Clements 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 26th day of December, 2008.

My commission expires: May 22, 2010

(Seal)

David Ballentine

(Notary Public)

ACKNOWLEDGMENT:

STATE OF _____, COUNTY OF _____ } ss.

(Lender)

I, _____, a notary public, in and for said County in said State, hereby certify that _____, whose name(s) as _____ (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 _____ (Titles) executed the same voluntarily on the day the same bears date. Given under my hand this the 26th day of December, 2008.

My commission expires:

(Seal)

(Notary Public)



20090112000009900 3/3 \$92.00
Shelby Cnty Judge of Probate, AL
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