

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 01/14/2009.
The parties and their addresses are:

MORTGAGOR: James C Thompson and Jan S Thompson,
a married couple
1031 Briarcliff Trace
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 01/18/2008 and
recorded on 02/20/2008. The Security Instrument was recorded in the records of
Shelby County, Alabama at 20080220000069640.
The property is located in Shelby County at
1031 Briarcliff Trace Birmingham, AL 35242.

Described as:

Lot 2412, according to the Survey of Brook Highland 24th Sector, as recorded in
Map Book 28, page 17, in the Probate Office of 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.)*

One note of even date in the principal amount of 100,000.00 with final payment due 01/20/2018

☒ **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by the Security Instrument at any one time will not exceed \$100,000.00 ☒ which is a \$25,000.00 ☒ 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:



(Signature) James C Thompson 01/14/2009 (Seal)
(Date)

(Signature) (Date) (Seal)



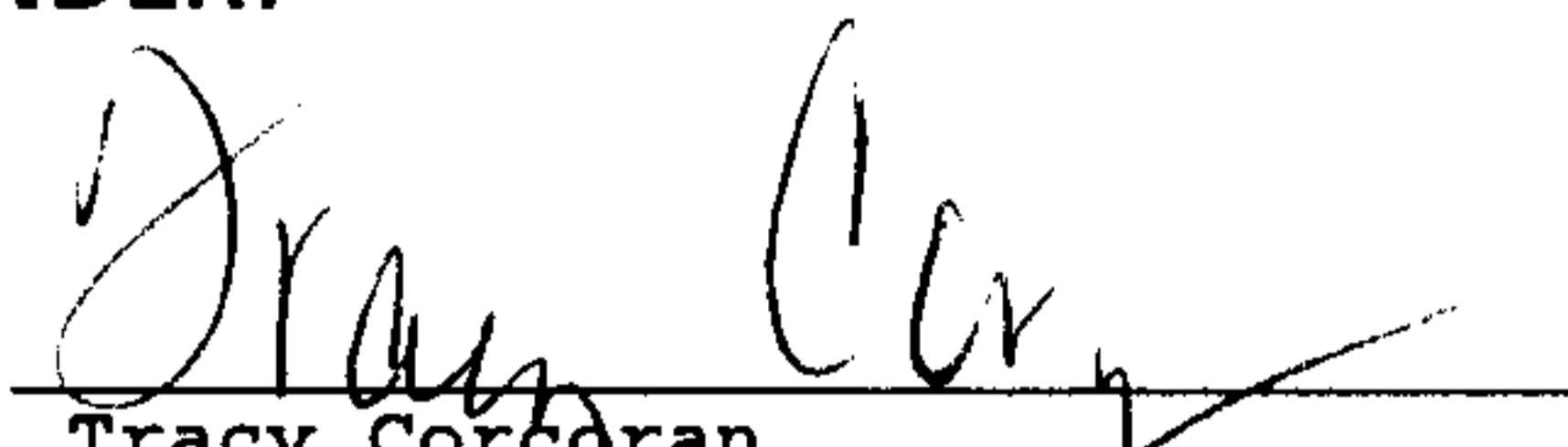
(Signature) Jan S Thompson 01/14/2009 (Seal)
(Date)

(Signature) (Date) (Seal)

(Signature) (Date) (Seal)

(Signature) (Date) (Seal)


LENDER:

By 

Tracy Corcoran (Seal)
Vice President

(Witness as to all signatures)

(Witness as to all signatures)


20090128000027110 2/3 \$54.50
Shelby Cnty Judge of Probate, AL
01/28/2009 12:31:55PM FILED/CERT

ACKNOWLEDGMENT:

STATE OF _____, COUNTY OF _____ } ss.

(Individual) I, a notary public, hereby certify that James C Thompson and Jan S Thompson 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 14th day of January, 2009.
My commission expires:

(Seal)

Amanda William Hanch

(Notary Public)

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

ACKNOWLEDGMENT:

STATE OF _____, COUNTY OF _____ } ss.

(Lender) I, _____, a notary public, in and for said
County in said State, hereby certify that Tracy Corcoran,
whose name(s) as Vice President (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 Vice President (Titles)
executed the same voluntarily on the day the same bears date. Given under my hand this the 14th day
of January, 2009.

My commission expires:

(Seal)

Amanda William Hanch

(Notary Public)

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



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