

20090323000106180 1/2 \$15.00  
Shelby Cnty Judge of Probate, AL  
03/23/2009 11:12:05AM FILED/CERT



TOOD, STEPHEN R

Record and Return To:  
Fiserv Lending Solutions  
P.O. BOX 2590  
Chicago, IL 60690

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated March 3, 2009, is made and executed between Stephen R Todd and Candace H Todd, Husband & Wife, whose address is 827 Riverchase Parkway West, Birmingham, AL 35244 (referred to below as "Grantor") and RBC Bank (USA), whose address is Lending Service Center, P.O. Box 1220, Rocky Mount, NC 27802 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated February 20, 2008 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

- 1 A Mortgage to First American Bank, predecessor in interest to RBC Bank (USA), recorded on March 25, 2008 as Recorded Instrument Number 20080325000120120 of the Official Records in the Office of the Judge of Probate of Shelby County, Alabama.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in Shelby County, State of Alabama:

LOT 7, ACCORDING TO THE SURVEY OF SECOND ADDITION, PHASE II, RIVERCHASE COUNTRY CLUB, AS RECORDED IN MAP BOOK 8, PAGE 161, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA

The Real Property or its address is commonly known as 827 Riverchase Parkway West, Birmingham, AL 35244.

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

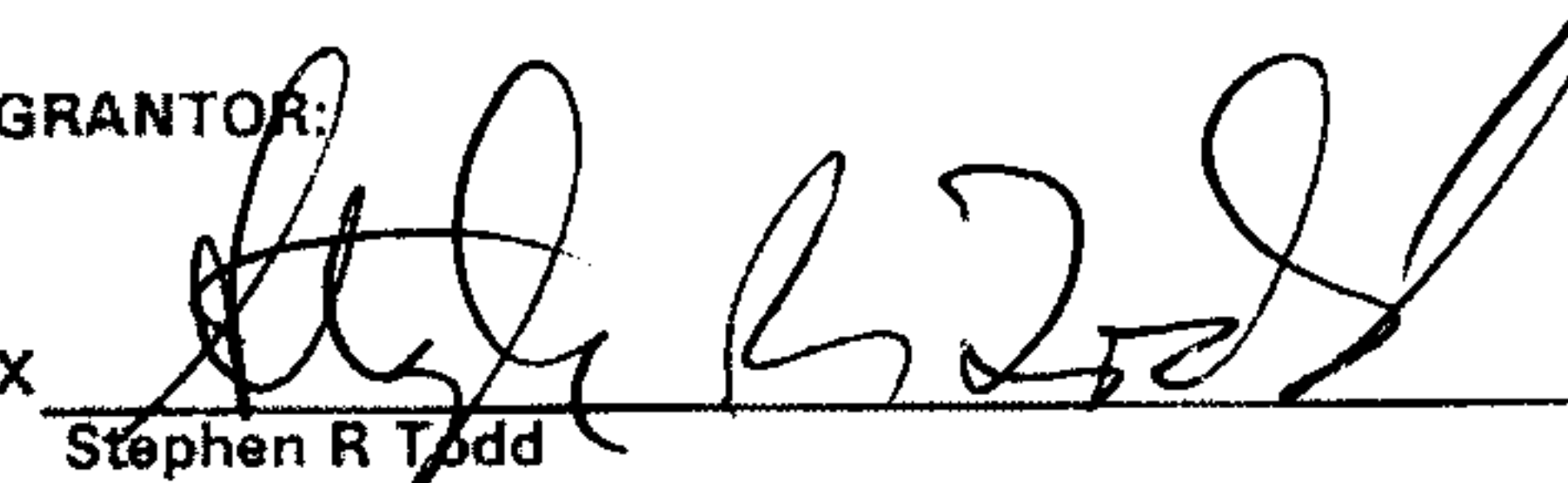
Modifying the Interest Rate from a Variable Interest Rate to a Permanently Fixed Interest Rate.

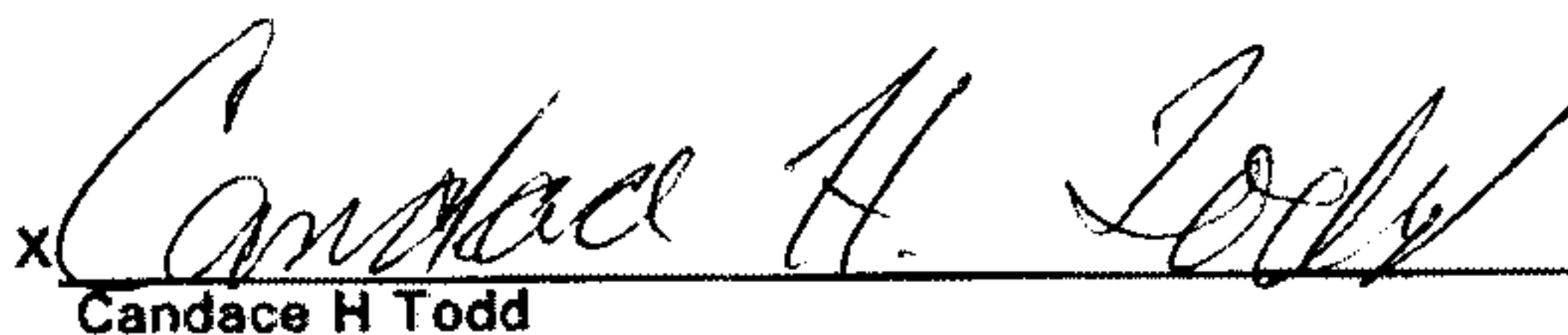
CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED MARCH 3, 2009.

THIS MODIFICATION IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MODIFICATION IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.


GRANTOR:

X  (Seal)  
Stephen R Todd

X  (Seal)  
Candace H Todd

LENDER:

RBC BANK (USA)

X  (Seal)  
Authorized Signer

MODIFICATION OF MORTGAGE  
(Continued)

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This Modification of Mortgage prepared by:

Name: Pete Starling, Consumer Lending Solutions  
Address: P.O. Box 500  
City, State, ZIP: Rocky Mount, NC 27802

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama )  
 ) SS  
COUNTY OF Shelby )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **Stephen R Todd and Candace H Todd**, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of said Modification, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 3 day of March, 2009.

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Dec 26, 2011  
~~BORED THERU NOTARY PUBLIC UNDERSTANDS~~

Amanda Marie Skers  
Notary Public

My commission expires \_\_\_\_\_

LENDER ACKNOWLEDGMENT

STATE OF Alabama )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Maibeth Keith, whose name as Private Banking Officer of RBC Bank (USA) is signed to the foregoing Modification and who is known to me, acknowledged before me on this day that, being informed of the contents of the Modification of Mortgage, he or she, in his or her capacity as such PRIVATE BANKING OFFICER of RBC Bank (USA), executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 3<sup>rd</sup> day of March, 2009.

My Commission Expires  
January 23, 2010

My commission expires \_\_\_\_\_

Jelly Marie Wicks  
Notary Public