

STATE OF ALABAMA
COUNTY OF JEFFERSON

20090414000137280 1/1 \$12.00
Shelby Cnty Judge of Probate, AL
04/14/2009 11:32:49AM FILED/CERT

**MORTGAGE AND CREDIT AGREEMENT
MODIFICATION AGREEMENT**

Whereas, **JESSE E. KELLER** and spouse **KRISTEN J. REIERSEN** ("Borrowers") and **MUTUAL SAVINGS CREDIT UNION** ("Credit Union") are the parties to that certain Interest Only Adjustable Rate Line of Credit Agreement ("Credit Agreement") with an original credit limit of \$29,000.00 between the parties, dated December 19, 2005, and secured by a mortgage recorded on December 28, 2005 in the Judge of Probate's Office for SHELBY County, Alabama in INST: 20051228000667860 on the following described property:

LOT 91, BLOCK 1, ACCORDING TO THE SURVEY OF CAHABA VALLEY ESTATES, FIFTH SECTOR, AS RECORDED IN MAP BOOK 6, PAGE 4 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

And, whereas, Borrowers have requested that Credit Union subordinate the herein referenced Mortgage to a subsequent Mortgagee;

Therefore, in consideration of Credit Union agreeing to subordinate its Mortgage, the Borrowers and Credit Union agree to modify the terms of the Credit Agreement as follows:

CREDIT LIMIT: We have established a Credit Limit of **\$18,000.00** on your Account. The total amount you owe us, including principal, FINANCE CHARGES and all other amounts, charges and fees that may be assessed and advanced under your Account (hereinafter collectively referred to as "Account Balance") must never exceed your Credit Limit without our written permission. Under some circumstances, we may allow you to obtain Advances that will result in your exceeding your Credit Limit. If this happens, you agree to pay us any amounts over your Credit Limit immediately upon demand. There will be a \$10.00 charge each time you exceed the Line of Credit Limit. Also, if we do allow you, for whatever reason, to exceed your Credit Limit on occasion, you agree that this will not obligate us to do so on any other occasion.


11.B. Change Dates: The ANNUAL PERCENTAGE RATE may change on May 1, 2009, and on the first day of each month thereafter during the term of this Agreement. Each date on which the ANNUAL PERCENTAGE RATE could change is called a "Change Date".

11. E. Limits on Changes: The ANNUAL PERCENTAGE RATE will not increase above the lesser of the maximum rate allowed by law or 18.00%. The ANNUAL PERCENTAGE RATE will not decrease below 5.00%.

All other terms and conditions of said Credit Agreement and Mortgage shall remain in full force and effect.

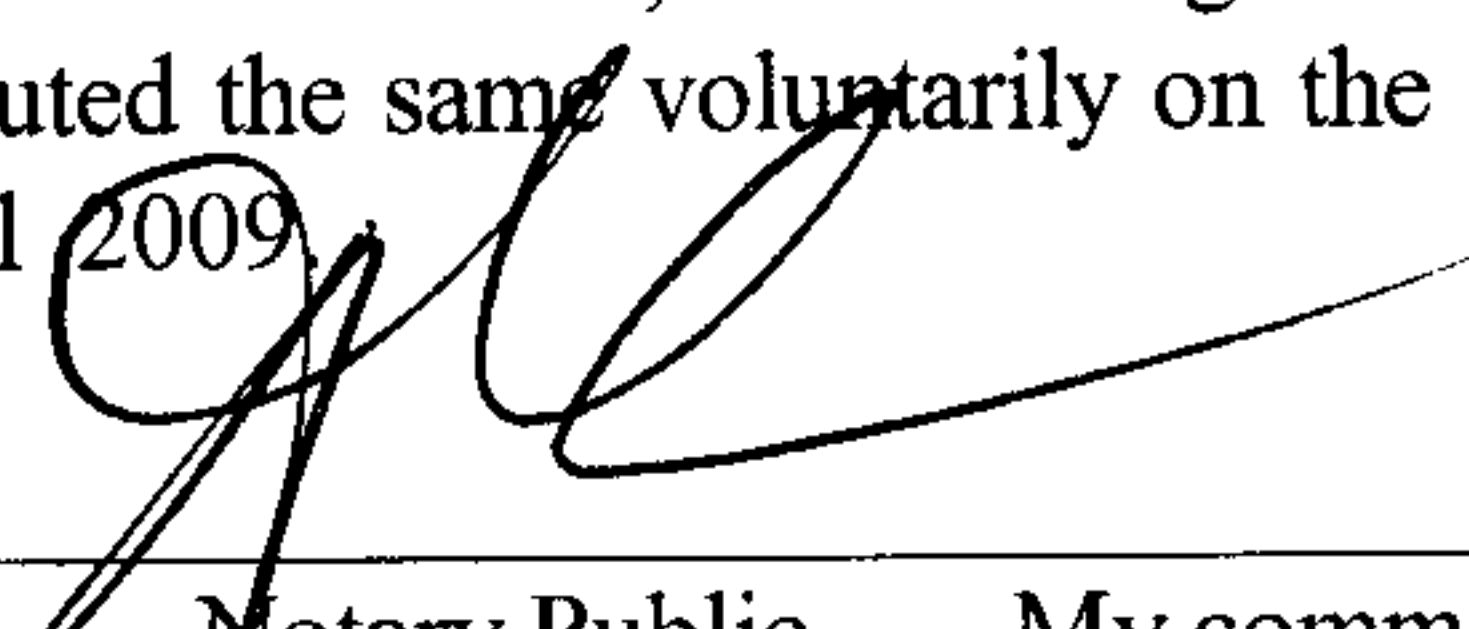
In witness whereof, the undersigned have placed their hands and seals on this 9th day of April 2009.


Borrower - **JESSE E. KELLER**



Co-Borrower - **KRISTEN J. REIERSEN**

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned authority, a Notary Public, in and for said County in said State, hereby certify that **JESSE E. KELLER and spouse KRISTEN J. REIERSEN**, 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 said conveyance, they executed the same voluntarily on the date the same bears date. Given under my hand and official seal this 9th day of April 2009.

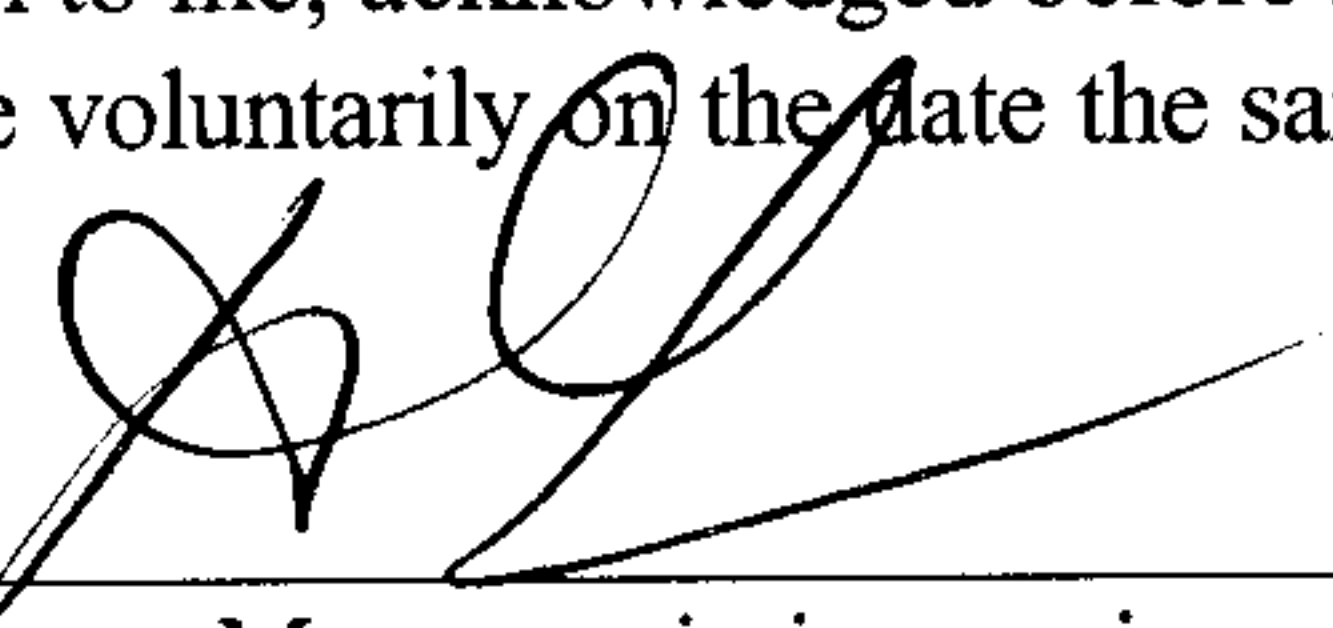

Notary Public My commission expires: 8-31-2011

MUTUAL SAVINGS CREDIT UNION


BY: Jeff Graham

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned authority, a Notary Public, in and for said County in said State, hereby certify that Jeff Graham, the duly authorized representative of Mutual Savings Credit Union, 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 said conveyance, they executed the same voluntarily on the date the same bears date. Given under my hand and official seal this 9th day of April 2009.


Notary Public My commission expires: 8-31-2011