

\$129.50
(40)

20090428000156400 1/3 \$129.50
Shelby Cnty Judge of Probate, AL
04/28/2009 03:33:05 PM FILED/CERT

Increase of \$75,000.00
Previously recorded 2/21/08 # 20080221000070500

Space Above This Line For Recording Data

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

MODIFICATION OF MORTGAGE

#7646

DATE AND PARTIES. The date of this Real Estate Modification (Modification) is February 6, 2009. The parties and their addresses are:

MORTGAGOR:

P DUNN MCKELVEY

Spouse of TINA C MCKELVEY
3018 ALTADENA WOODS DR.
HOOVER, AL 35242

TINA C MCKELVEY

Spouse of P DUNN MCKELVEY
3018 ALTADENA WOODS DR
HOOVER, AL 35242

LENDER:

SERVISFIRST BANK

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

1. BACKGROUND. Mortgagor and Lender entered into a security instrument dated February 13, 2008 and recorded on February 21, 2008 (Security Instrument). The Security Instrument was recorded in the records of SHELBY County, Alabama at 20080221000070500 and covered the following described Property:

Lot 1, according to the Final Recorded Plat of Caldwell Mill Trace, as recorded in Map Book 18, Page 67, in the Probate Office of Shelby County, Alabama.

Situated in Shelby County, Alabama

The property is located in SHELBY County at 3018 ALTADENA WOODS DR., HOOVER, Alabama 35242.

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. Maximum Obligation Limit. The maximum obligation provision of the Security Instrument is modified to read:

(1) Maximum Obligation Limit. The total principal amount secured by this Security Instrument at any one time will not exceed \$675,000.00. This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

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

(1) Secured Debts and Future Advances. 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. 7646, dated February 6, 2009, from Mortgagor to Lender, with a loan amount of \$675,000.00.

(b) Future Advances. All future advances from Lender to Mortgagor under the Specific Debts executed by Mortgagor in favor of Lender after this Security Instrument. If more than one person signs this Security Instrument, each agrees that this Security Instrument will secure all future advances that are given to Mortgagor either individually or with others who may not sign this Security Instrument. All

future advances are secured by this Security Instrument even though all or part may not yet be advanced. All future advances are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future advances in any amount. Any such commitment must be agreed to in a separate writing. In the event that Lender fails to provide any required notice of the right of rescission, Lender waives any subsequent security interest in the Mortgagor's principal dwelling that is created by this Security Instrument.

(c) 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. ADDITIONAL TERMS. Increase Mortgage from \$600,000.00. to \$675,000.00.

6. 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 out 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.

7. 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:

 (Seal)
P DUNN MCKELVEY

Individually

 (Seal)
TINA C MCKELVEY

Individually

LENDER:

ServisFirst Bank

By  (Seal)
Chris Robbins, Senior Vice President-Private Banking



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ACKNOWLEDGMENT.

(Individual)

State Alabama OF Jefferson County Jefferson ss.

I, Crystal Stone Ragazzoni, a notary public, hereby certify that P DUNN MCKELVEY, spouse of TINA C MCKELVEY, and TINA C MCKELVEY, spouse of P DUNN MCKELVEY, 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 6 day of February, 2009.

My commission expires:

Crystal Stone Ragazzoni
(Notary Public)

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: June 27, 2012
BONDED THRU NOTARY PUBLIC UNDERWRITERS

(Lender Acknowledgment)

State Alabama OF Jefferson County Jefferson ss.

I, Crystal Stone Ragazzoni, a notary public, in and for said County in said State, hereby certify that Chris Robbins, whose name(s) as Senior Vice President-Private Banking 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 6 day of February, 2009.

My commission expires:

Crystal Stone Ragazzoni
(Notary Public)

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: June 27, 2012
BONDED THRU NOTARY PUBLIC UNDERWRITERS



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