

This modification decreases
the Mortgage amount
by \$18,400.00

STATE OF ALABAMA

COUNTY OF SHELBY


20090506000168940 1/2 \$15.00
Shelby Cnty Judge of Probate, AL
05/06/2009 02:29:50 PM FILED/CERT

MODIFICATION OF PROMISSORY NOTE AND MORTGAGE

THIS AGREEMENT entered into this 2nd day of APRIL, 2009, by and between MARCUS HUNT and RACHEL HUNT (whether one or more "Borrower(s)") who address is at 137 TWIN OAKS CIRCLE, CHELSEA, AL 35043, and First Commercial Bank of Huntsville ("Lender"), whose address is at 301 Washington Street, Huntsville, Alabama, 35801:

WHEREAS, Borrower is justly indebted to Lender in the sum of FORTY FOUR THOUSAND FOUR HUNDRED Dollars (\$44,400.00), together with interest thereon, as evidenced by a Promissory Note of even date herewith ("Note"); and

WHEREAS, Borrower has pledged certain real property to Lender to secure said Note by virtue of a Mortgage dated JUNE 23, 2005 and recorded at Instrument No. 20060714000340230, in the records of the Probate Judge of SHELBY County, Alabama ("Mortgage"); and

WHEREAS, Borrower has requested Lender and Lender has agreed to modify the Note and the Mortgage.

THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Decrease in Note and Mortgage. By this document, Lender agrees to decrease the principal amount of the Note to the total amount of TWENTY-SIX THOUSAND Dollars (\$26,000.00) and to decrease the Mortgage amount to the same TWENTY-SIX THOUSAND Dollars, representing a decrease of EIGHTEEN THOUSAND FOUR HUNDRED Dollars over the original Mortgage.

2. If applicable, Lender and Borrower further agree that the original term of the Note is hereby extended until the _____ day of _____, 200____.

3. Except as expressly modified herein, all terms of the Note and the Mortgage and all other loan documents shall remain in full force and effect, and shall constitute the legal, valid, binding and enforceable allegation of the Borrower to Lender. This Agreement is not intended to operate as and shall not be construed as a waiver of any of the terms and conditions of the Note, the Mortgage, or any other loan documents or any other right of Lender, will all such rights remaining reserved.

BORROWER:

MARCUS HUNT

RACHEL HUNT

FIRST COMMERCIAL BANK OF HUNTSVILLE

By: _____
Its: _____

STATE OF ALABAMA)

COUNTY OF Jefferson)



20090506000168940 2/2 \$15.00
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I, the undersigned, a notary public in and for said county in said state, hereby certify that
Marcus Hunt, whose name is 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 7th day of April, 2009.

Patricia K. Martin
NOTARY PUBLIC
My Commission Expires: 6/28/12

STATE OF ALABAMA)

COUNTY OF Jefferson)

I, the undersigned, a notary public in and for said county in said state, hereby certify that
Rachel Hunt, whose name is 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 7th day of April, 2009.

Patricia K. Martin
NOTARY PUBLIC
My Commission Expires: 6/28/12

STATE OF ALABAMA)

COUNTY OF)

I, the undersigned, a notary public in and for said county in said state, hereby certify that
_____, as _____ of First Commercial Bank of
Huntsville, whose name is 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
executed the same, in the capacity stated, voluntarily on the day the same bears date.

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

NOTARY PUBLIC
My Commission Expires: _____