

PREPARED BY:

First Federal Bank  
Kimberly Johnson  
1300 McFarland Blvd NE  
Tuscaloosa, AL 35406

## MORTGAGE MODIFICATION AGREEMENT

THIS MORTGAGE MODIFICATION AGREEMENT made and entered into on this 15th day of September, 2009, by and between **Clifford S Bettinger and Helene D Bettinger**, (hereinafter referred to as "*Mortgagor*") and First Federal Bank (hereafter referred to as "*Bank*").

WITNESSETH:

WHEREAS, **Clifford S Bettinger and Helene D Bettinger**, (hereinafter referred to as "*Borrower*"), executed a Promissory Note to Bank in the original amount of **Seventy two thousand seven hundred and two** ----Dollars (hereinafter referred to as the "*Note*"); and

WHEREAS, Mortgagor executed a Mortgage to Bank in the original amount **Seventy Two Thousand Seven Hundred and Two** ----Dollars which was dated April 28<sup>th</sup> 2006, and recorded in ~~Map Book 18, page 35~~, in the Probate Office of Shelby County, Alabama, describing the following real property: \*Instrument number 20060501000201660

See Attached Exhibit "A"

THIS IS NOT A UCC RECORDING

This is the Homestead of the Mortgagors

(hereinafter referred to as "*Mortgage*"); and

WHEREAS, Borrower desires to borrow an additional **Seventy Eight thousand Four Hundred Six**-----Dollars from Bank such that the total outstanding indebtedness due under the Note and secured by the Mortgage will be **One Hundred Fifty One Thousand One Hundred and Eight** ----Dollars; and

WHEREAS, Bank is willing to lend such additional amount to Borrower.

NOW, THEREFORE, in consideration of the additional loan made by Bank to Borrower, Mortgagor hereby executed this Mortgage Modification Agreement evidencing and increasing the total amount of original indebtedness due under the Note as **One Hundred Fifty One Thousand One Hundred and Eight** -----Dollars, said amount being secured by the Mortgage as previously recorded.

Borrower and Bank agrees that all remaining terms of the Note and Mortgage shall remain in full force and effect.

Previous mortgage is a future advance mortgage recorded in ~~Map Book 18, page 35~~

Instrument number 20060501000201660

IN WITNESS WHEREOF, the parties have caused their respective hands and seals to be affixed to this the date and year first above written.

Clifford S Bettinger 9/15/09  
Clifford S Bettinger

Helene D Bettinger 9/15/09  
Helene D Bettinger

First Federal Bank  
BY: Kimberly Johnson  
AS ITS: consumer lender

STATE OF ALABAMA  
COUNTY OF TUSCALOOSA

BANK NOTARIZATION

20091029000404680 2/3 \$134.75  
Shelby Cnty Judge of Probate, AL  
10/29/2009 09:45:39 AM FILED/CERT

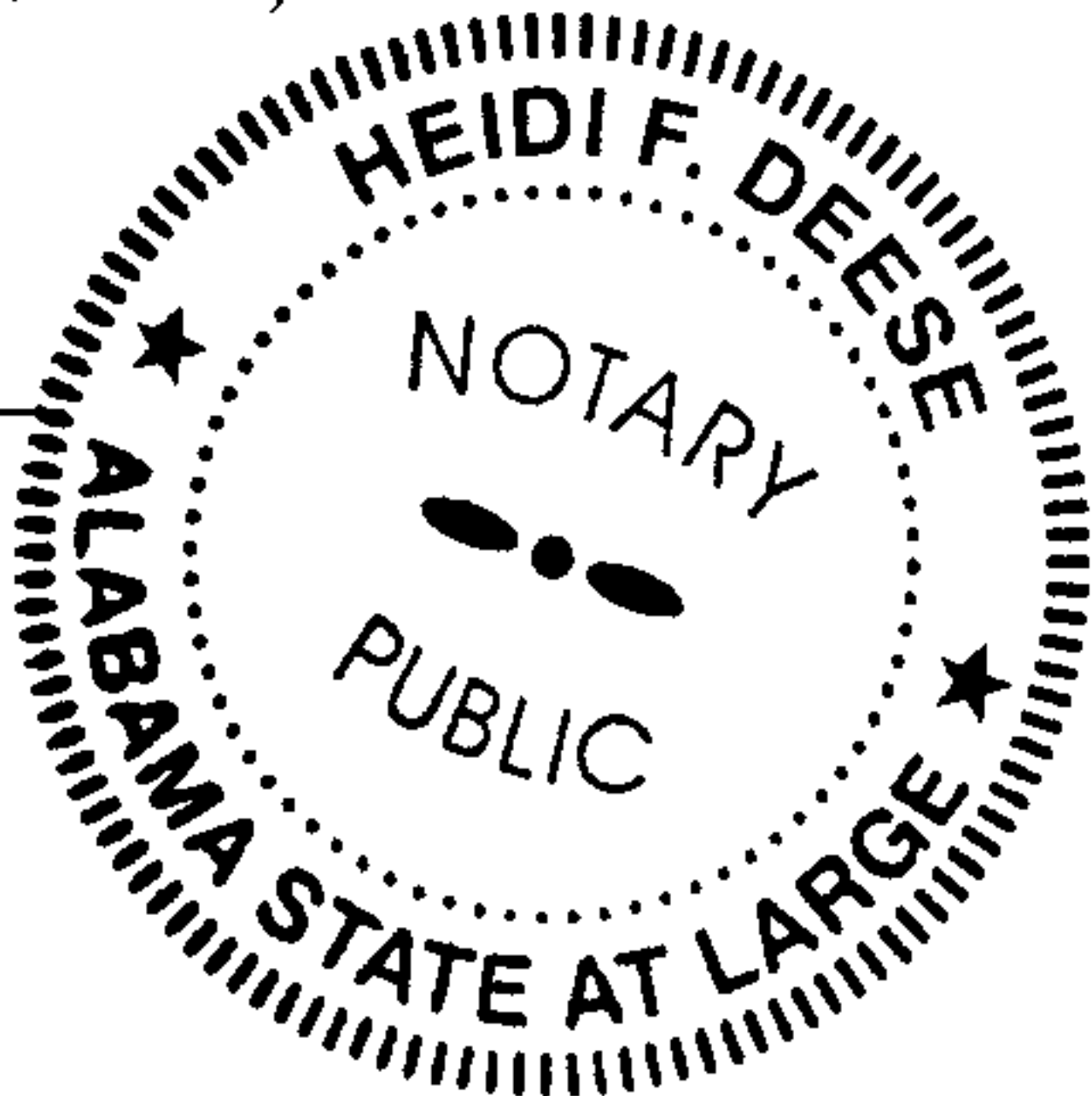
I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that Kim Johnson, whose name is signed as Consumer Lender of First Federal Bank, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, She, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 15<sup>th</sup> day of September

Heidi F. Deese

Notary Public

My Commission expires: 7/8/2013



INDIVIDUAL NOTARIZATION

STATE OF ALABAMA  
COUNTY OF ~~TUSCALOOSA~~ Jefferson

Clifford S. Bettinger  
Helene D. Bettinger

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that \_\_\_\_\_ and \_\_\_\_\_, whose name's are \_\_\_\_\_ signed to the foregoing conveyance and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, \_\_\_\_\_ executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 15<sup>th</sup> day of September 2009.

Carol Rapp

Notary Public

My Commission expires: NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: June 15, 2013  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

CORPORATE NOTARIZATION

STATE OF ALABAMA  
COUNTY OF TUSCALOOSA

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that \_\_\_\_\_ whose name as of the \_\_\_\_\_, a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, \_\_\_\_\_, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation or other entity.

Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission expires:





20091029000404680 3/3 \$134.75  
Shelby Cnty Judge of Probate, AL  
10/29/2009 09:45:39 AM FILED/CERT

## **Exhibit "A"**

**Lot 8, according to the Survey of The Shires, Phase III, Sector I, as recorded in Map Book 18, page 35, in the Probate Office of Shelby County, Alabama.**