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Shelby Cnty Judge of Probate, AL  
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This instrument was prepared by Pennie Williams, Pinnacle Bank, 1811 2nd Ave, Jasper, Alabama 35501

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## MODIFICATION OF MORTGAGE

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**DATE AND PARTIES.** The date of this Real Estate Modification (Modification) is August 12, 2009. The parties and their addresses are:

**MORTGAGOR:**

**ROJYMON MATHEW**  
Spouse of SIMY MATHEW  
1236 BOUNDARY ST  
BIRMINGHAM, AL 35242

**SIMY MATHEW**  
1236 BOUNDARY ST  
BIRMINGHAM, AL 35242

**LENDER:**

**PINNACLE BANK**  
Organized and existing under the laws of Alabama  
2039 Canyon Rd  
Birmingham, AL 35216

**1. BACKGROUND.** Mortgagor and Lender entered into a security instrument dated JUNE 12, 2008 and recorded on JUNE 18, 2008 (Security Instrument). The Security Instrument was recorded in the records of Shelby County, Alabama at BOOK #20080618000248070 and covered the following described Property:

LOT 55, ACCORDING TO THE SURVEY OF BEAUMONT PHASE 2, AS RECORDED IN MAP BOOK 38, PAGE 66, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

The property is located in Shelby County at 1236 BOUNDARY STREET, BIRMINGHAM, 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:

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ROJYMON JACOB  
Alabama Real Estate Modification

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**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 \$14,000.00. 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 promissory note or other agreement, No. 1564055785, dated June 12, 2008, from ROJYMON JACOB (Borrower) to Lender, with a maximum credit limit of \$14,000.00 and maturing on June 15, 2019.

(b) Future Advances. All future advances from Lender to ROJYMON JACOB under the Specific Debts executed by ROJYMON JACOB 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 ROJYMON JACOB 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. This Modification will not secure any other debt if Lender fails, with respect to that other debt, to fulfill any necessary requirements or limitations of Sections 19(a), 32, or 35 of Regulation Z.

(c) All Debts. All present and future debts from ROJYMON JACOB to Lender, even if this Security Instrument is not specifically referenced, or if the future debt is unrelated to or of a different type than this debt. If more than one person signs this Security Instrument, each agrees that it will secure debts incurred either individually or with others who may not sign this Security Instrument. Nothing in this Security Instrument constitutes a commitment to make additional or future loans or advances. Any such commitment must be in 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. This Security Instrument will not secure any debt for which a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. This Security Instrument will not secure any debt for which a security interest is created in "margin stock" and Lender does not obtain a "statement of purpose," as defined and required by federal law governing securities. This Modification will not secure any other debt if Lender fails, with respect to that other debt, to fulfill any necessary requirements or limitations of Sections 19(a), 32, or 35 of Regulation Z.

(d) Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

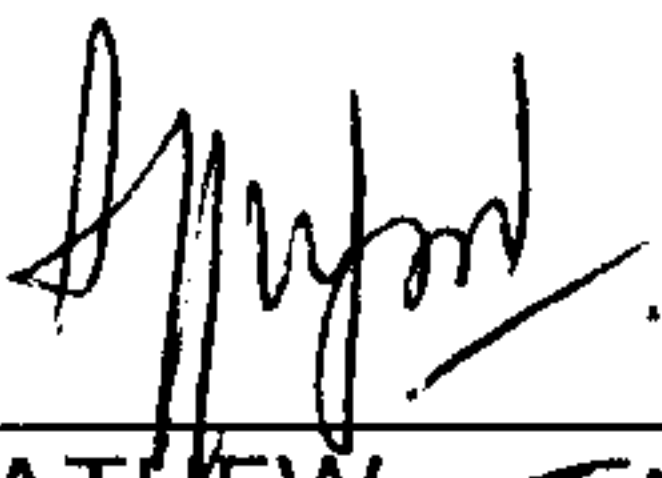
**3. WARRANTY OF TITLE.** Mortgagor warrants that Mortgagor continues to be lawfully seized of the estate conveyed by the Security Instrument and has the right to grant, bargain, convey, sell and mortgage with the power of sale the Property. Mortgagor also warrants that the Property is unencumbered, 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.




**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)  
ROJYMON MATHEW JACOB  
Individually

  
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 (Seal)  
SIMY MATHEW  
Individually

**LENDER:**

Pinnacle Bank

By \_\_\_\_\_ (Seal)  
Ann Bennett, Branch Manager

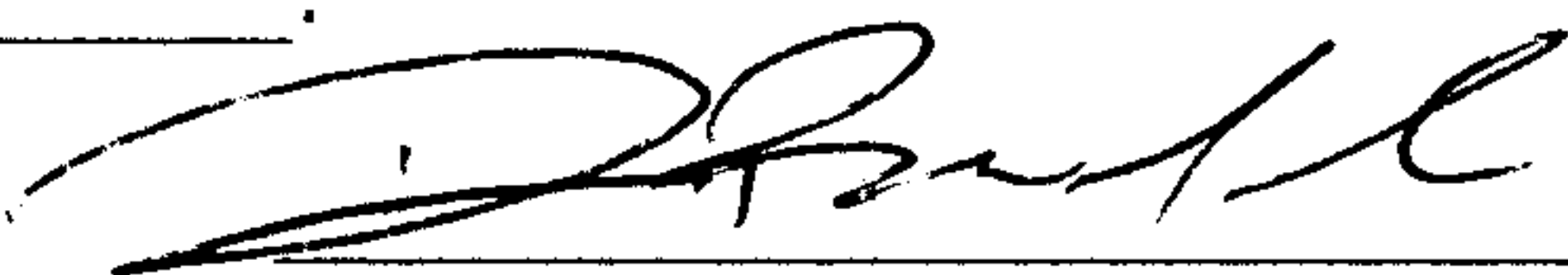
**ACKNOWLEDGMENT.**

(Individual)

\_\_\_\_\_, OF \_\_\_\_\_, \_\_\_\_\_ OF \_\_\_\_\_ ss.  
I, Daniel Barksdale, a notary public, hereby certify that ROJYMON MATHEW, spouse of  
SIMY MATHEW, and SIMY MATHEW, 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  
26<sup>th</sup> day of \_\_\_\_\_, \_\_\_\_\_.

My commission expires:

**MY COMMISSION EXPIRES OCTOBER 24, 2011.**

  
(Notary Public)

(Lender Acknowledgment)

\_\_\_\_\_ OF \_\_\_\_\_, \_\_\_\_\_ OF \_\_\_\_\_ ss.  
I, \_\_\_\_\_, a notary public, in and for said County in said State, hereby certify that Ann Bennett, whose name(s) as Branch Manager of Pinnacle 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 \_\_\_\_\_ day of \_\_\_\_\_,

My commission expires:

\_\_\_\_\_  
(Notary Public)



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