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

MODIFICATION OF MORTGAGE

DATE AND PARTIES. The date of this Real Estate Modification (Modification) is March 2, 2010. The parties and their addresses are:

MORTGAGOR:

JACK DONOVAN
Spouse of MICHELLE DONOVAN
265 OAKLYN HILLS DRIVE
CHELSEA, AL 35043

MICHELLE DONOVAN
Spouse of JACK DONOVAN, SR.
265 OAKLYN HILLS DRIVE
CHELSEA, AL 35043

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 October 16, 2009 and recorded on November 9, 2009 (Security Instrument). The Security Instrument was recorded in the records of SHELBY County, Alabama at Filing No. 20091109000417960 and covered the following described Property:

LOT 38, ACCORDING TO THE SURVEY OF FINAL PLAT OAKLYN HILLS PHASE 4, AS RECORDED IN MAP BOOK 36, PAGE 96, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA

The property is located in SHELBY County at LOT 38 OAKLYN HILLS, CHELSEA, Alabama 35043.

2. MODIFICATION. For value received, Mortgagor and Lender agree to modify the Security Instrument as provided for in this Modification.

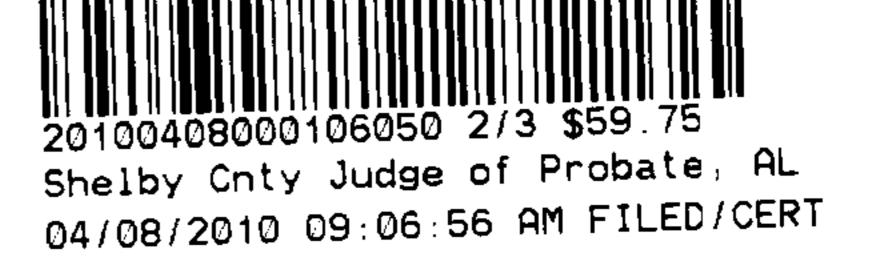
The Security Instrument is modified as follows:

- A. 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. 9809, dated March 2, 2010, from Mortgagor to Lender, with a loan amount of \$484,500.00.
 - (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. 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) 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. The Mortgage is increasing from \$456,000.00 to \$484,500.00

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.

MORTGABOR:
(Seal)
JACK DONGOVAN
Individually // ///
MANUE (Seal)
MICHELLE DONOVAN
Individually
LENDER:
ServisFirst Back of Management of the Servis First Back of Management of the Servis First Back o
By ////////////////////////////////////
Preston Reeder
ACKNOWLEDGMENT.
(Individual)
State OF Mahana County OF Totteson ss.
I, Jan Chustan Wer , a notary public, hereby certify that JACK DONOVAN, spouse of
MICHELLE DONOVAN, and MICHELLE DONOVAN, spouse of JACK DONOVAN, SR., 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 3 day of 4 4 4 4 4 4 4 4 4 4
My commission expires:
WARY PUBLIC STATE OF ALABAMA AT LARGE (Notary Public)



COMMISSION EXPIRES: May 22, 2011

THE ASSESSMENT OF THE PUBLIC UNDERWRITERS

(Lender Acknowledgment) OF HOWA. Cont	OF Jethersh ss.
that Preston Reeder, whose name(s) as	public, in and for said County in said State, hereby certify of ServisFirst Bank, a
day that, being informed of the contents of the instru	and who is known to me, acknowledged before me on this ment, he/she/they, as such officer(s) and with full authority
executed the same voluntary for and as the act of saday of	aid corporation. Given under my hand this the
My commission expires:	(Notary Public)
NOTARY PUBLIC STATE OF ALABAMA AT LARGE MY COMMISSION EXPERES: May 22, 2011 BONDED THRU NOTARY PUBLIC UNDERWRITERS	

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