

\$101.75  
1051



20100408000106060 1/3 \$101.75  
Shelby Cnty Judge of Probate, AL  
04/08/2010 09:06:57 AM FILED/CERT

*See record #20091109000119960*

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This instrument was prepared by Linda Sorensen, 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 19, 2010. The parties and their addresses are:

**MORTGAGOR:**

**JACK DONOVAN SR**  
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 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 DRIVE, 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. 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 \$512,430.00. 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. 9809, dated March 19, 2010, from Mortgagor to Lender, with a loan amount of \$512,430.00.

(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.** INCREASE MORTGAGE FROM \$456,000.00 TO \$512,430.00.

**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.

**MORTGAGOR:**

 (Seal)

JACK DONOVAN SR

Individually

 (Seal)

MICHELLE DONOVAN

Individually

**LENDER:**

ServisFirst Bank

By  (Seal)  
Preston Reeder

**ACKNOWLEDGMENT.**

(Individual)

State Alabama OF Jefferson County OF Jefferson ss.

I, JON CHRISTIAN WANE, a notary public, hereby certify that JACK DONOVAN SR, 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 19 day of March, 2010.

My commission expires:

  
(Notary Public)

NOTARY PUBLIC STATE OF ALABAMA  
MY COMMISSION EXPIRES: May 12, 2011  
BONDED THROUGHOUT MY TERM



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(Lender Acknowledgment)

State Alabama OF Jefferson County OF Jefferson ss.

I, Don Christian Ware, a notary public, in and for said County in said State, hereby certify that Preston Reeder, whose name(s) as CBO 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 19 day of March, 2010.

My commission expires:

Don Christian Ware  
(Notary Public)

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: May 22, 2011  
BONDED THRU NOTARY PUBLIC UNDERWRITERS



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