

WHEN RECORDED MAIL TO:
IBERIABANK
BUSINESS CREDIT SERVICES - 660
1101 E. ADMIRAL DOYLE DR
PO BOX 12440
NEW IBERIA, AL 70562440

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated April 9, 2010, is made and executed between KATHY TINO and WILLIAM TINO as husband and wife (referred to below as "Grantor") and IBERIABANK, whose address is 1101 E. ADMIRAL DOYLE DR, PO BOX 12440, NEW IBERIA, AL 70562440 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated September 21, 2006 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

INSTRUMENT NO: 20060922000471730 FILED ON 09/22/06 IN OFFICIAL RECORDS OF SHELBY COUNTY.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in SHELBY County, State of Alabama:

See EXHIBIT A, which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 112 LEGACY PARC, PELHAM, AL 35124.

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

THE MATURITY DATE OF SAID MORTGAGE IS EXTENDED TO 04/09/2011 AND SAID MORTGAGE CONTINUES TO SECURE THE ORIGINAL DEBT AS EXTENDED AND MODIFIED BY THE NEW PROMISSORY NOTE # 110071 DATED 04/09/10.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorser to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED APRIL 9, 2010.

THIS MODIFICATION IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MODIFICATION IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

GRANTOR:

X  (Seal)
KATHY TINO

X  (Seal)
WILLIAM TINO

LENDER:

IBERIABANK

X  (Seal)
Authorized Signer

PRINCIPAL BALANCE IS \$47,820.96

This Modification of Mortgage prepared by:

Name: CONSUMER LOAN CENTER
Address: 1101 E. ADMIRAL DOYLE DR
City, State, ZIP: NEW IBERIA, AL 70562440

INDIVIDUAL ACKNOWLEDGMENT

STATE OF _____)

) SS

COUNTY OF _____)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that KATHY TINO and WILLIAM TINO, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of said Modification, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this _____ day of _____, 20_____.

Notary Public

My commission expires _____

LENDER ACKNOWLEDGMENT

STATE OF Alabama)

) SS

COUNTY OF Jefferson)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that GARY SHEFFER whose name as Vice President of IBERIABANK is signed to the foregoing Modification and who is known to me, acknowledged before me on this day that, being informed of the contents of the Modification of Mortgage, he or she, in his or her capacity as such officer of IBERIABANK, executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 15th day of April, 2010.Jarvis Sheff
Notary PublicMy commission expires 11-30-1220100517000153630 2/3 \$88.85
Shelby Cnty Judge of Probate, AL
05/17/2010 01:25:17 PM FILED/CERT

LOT 4, ACCORDING TO THE SURVEY OF LEGACY PARC, AS RECORDED IN MAP BOOK 27,
PAGE 9, IN THE OFFICE OF THE JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA.



20100517000153630 3/3 \$88.85
Shelby Cnty Judge of Probate, AL
05/17/2010 01:25:17 PM FILED/CERT