

State of Alabama Jefferson County

On this 16th day of June, 2010
I certify that the Modification of Mortgage
document is a true, exact, complete and unaltered copy
of the original.

Shannon R. Crull
SHANNON R. CRULL, Notary Public
My Commission Expires April 2, 2012

This instrument was prepared by

SouthCity Bank (name)
1360 Montgomery Hwy
Vestavia Hills, AL 35216 (address)

____ State of Alabama _____ Space Above This Line For Recording Data _____

MODIFICATION OF MORTGAGE

DATE AND PARTIES. The date of this Real Estate Modification (Modification) is 02/04/2010.
The parties and their addresses are:

MORTGAGOR: Michael D. O'Neal,
and Summer O'Neal, husband and wife
169 Oakmont Road
Birmingham, AL 35244

LENDER: Wendy Fields
SouthCity Bank
1360 Montgomery Hwy
Vestavia Hills, AL 35216

BACKGROUND. Mortgagor and Lender entered into a Security Instrument dated 05/29/2008 and
recorded on 06/10/2008. The Security Instrument was recorded in the records of
Shelby County, Alabama at Shelby County Judge of Probate.
The property is located in Shelby County at
169 Oakmont Road Birmingham, AL 35244.

Described as:

The following described real estate situated in Shelby County, Alabama, to Wit:
Lot 3 according to the survey of Heatherwood 3rd Sector, as recorded in Map Book
8 Page 29, in the Probate Office of Shelby County, Alabama. Parcel
#102090001001087



20100617000193600 1/3 \$17.00
Shelby Cnty Judge of Probate, AL
06/17/2010 02:54:52 PM FILED/CERT

MODIFICATION. For value received, Mortgagor and Lender agree to modify the original Security Instrument. Mortgagor and Lender agree that this Modification continues the effectiveness of the original Security Instrument. The Security Instrument was given to secure the original debts and obligations (whether identified as Secured Debts, Sums Secured, or otherwise) that now have been modified. Together with this Modification, the Security Instrument now secures the following debts and all extensions, renewals, refinancings, modifications and replacements. (Include items such as borrower's name, note or contract amounts, interest rates (whether variable), maturity dates, etc.)

SouthCity Bank Note dated 02/04/2010 in the amount of \$53,500.00

☒ MAXIMUM OBLIGATION LIMIT. The total principal amount secured by the Security Instrument at any one time will not exceed \$53,500.00 ☒ which is a \$146,822.00 ☐ increase ☒ decrease in the total principal amount secured. This limitation of amount does not include interest and other fees and charges validly made pursuant to the Security Instrument. Also, this limitation does not apply to advances made under the terms of the Security Instrument to protect Lender's security and to perform any of the covenants contained in the Security Instrument.


WARRANTY OF TITLE. Mortgagor warrants that Mortgagor is or will be lawfully seized of the estate conveyed by the Security Instrument and has the right to grant, bargain, convey, sell, and mortgage the property. Mortgagor also warrants that such same property is unencumbered, except for encumbrances of record.

CONTINUATION OF TERMS. Except as specifically amended in this Modification, all terms of the Security Instrument remain in effect.

SIGNATURES: By signing below, Mortgagor agrees to the terms and covenants contained in this Modification. Mortgagor also acknowledges receipt of a copy of the Modification.

MORTGAGOR:


(Signature) Michael D. O'Neal (Date) 02/04/2010 (Seal)


(Signature) Summer O'Neal (Date) (Seal)


(Signature) (Date) (Seal)

(Signature) (Date) (Seal)

(Signature) (Date) (Seal)

(Signature) (Date) (Seal)

LENDER:

By  (Seal)
Steve Odle


(Witness as to all signatures)


(Witness as to all signatures)



20100617000193600 2/3 \$17.00
Shelby Cnty Judge of Probate, AL
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ACKNOWLEDGMENT:

STATE OF Alabama, COUNTY OF Jefferson } ss.

(Individual) I, a notary public, hereby certify that Michael D. O'Neal and Summer O'Neal, husband and wife
Michael D. O'Neal & Summer S. O'Neal whose name(s) is/are signed to the foregoing
conveyance, and who is/are known to me, acknowledged before me on this day that, being informed of
the contents of the conveyance, he/she/they executed the same voluntarily on the day the same bears
date. Given under my hand this 4th day of February, 2010.

My commission expires:

(Seal)

Shannon R Crull

(Notary Public)

ACKNOWLEDGMENT:

STATE OF _____, COUNTY OF _____ } ss.

(Lender) I, _____, a notary public, in and for said
County in said State, hereby certify that Steve Odle
whose name(s) as _____ (Titles)
of the SouthCity Bank (Name of Business or Entity)
a(n) _____, 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,
in his/her/their capacity as such _____ (Titles)
executed the same voluntarily on the day the same bears date. Given under my hand this the 4th day
of February, 2010.

My commission expires:

(Seal)

Shelby

(Notary Public)



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Shelby Cnty Judge of Probate, AL
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