

(35) 17231

RECORDATION REQUESTED BY:

ServisFirst Bank
COMMERCIAL BANKING
850 SHADES CREEK PKWY
SUITE 200
BIRMINGHAM, AL 35209



20101020000351170 1/3 \$74.45
Shelby Cnty Judge of Probate, AL
10/20/2010 02:17:06 PM FILED/CERT

WHEN RECORDED MAIL TO:

ServisFirst Bank
COMMERCIAL BANKING
850 SHADES CREEK PKWY
SUITE 200
BIRMINGHAM, AL 35209

SEND TAX NOTICES TO:

ServisFirst Bank
COMMERCIAL BANKING
850 SHADES CREEK PKWY
SUITE 200
BIRMINGHAM, AL 35209

Since case # 2008-304000087780

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

#7596

MODIFICATION OF MORTGAGE



00000000000000759600074009162010

THIS MODIFICATION OF MORTGAGE dated September 16, 2010, is made and executed between **TIMOTHY J. MUNGER AND LINDA A. MUNGER** Husband and Wife, **KRYSTIN AMANDA ANN SEALES** Married and **BRITTANY MUNGER GOLDEN** Married. (referred to below as "Grantor") and **ServisFirst Bank**, whose address is **850 SHADES CREEK PKWY, SUITE 200, BIRMINGHAM, AL 35209** (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated January 31, 2008 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED MARCH 04, 2008; INSTRUMENT# 20080304000087780 .

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

LOT 6, ACCORDING TO THE AMENDED MAP OF HILL TOP ESTATES, AS RECORDED IN MAP BOOK 18, PAGE 22, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

The Real Property or its address is commonly known as 657 BROTHERS AVE, WILSONVILLE, AL 35186.

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

The Mortgage secures the note or credit agreement dated January 31, 2008 from Timothy J. and Linda A. Munger ("Borrower") to Lender (the "Note"), which is being modified by the Change In Terms Agreement between Borrower and Lender dated the same date as this Modification (the "Change in Terms Agreement"). The Mortgage, as modified hereby, shall secure the Note as modified by the Change in Terms Agreement and any and all previous and future renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Note.

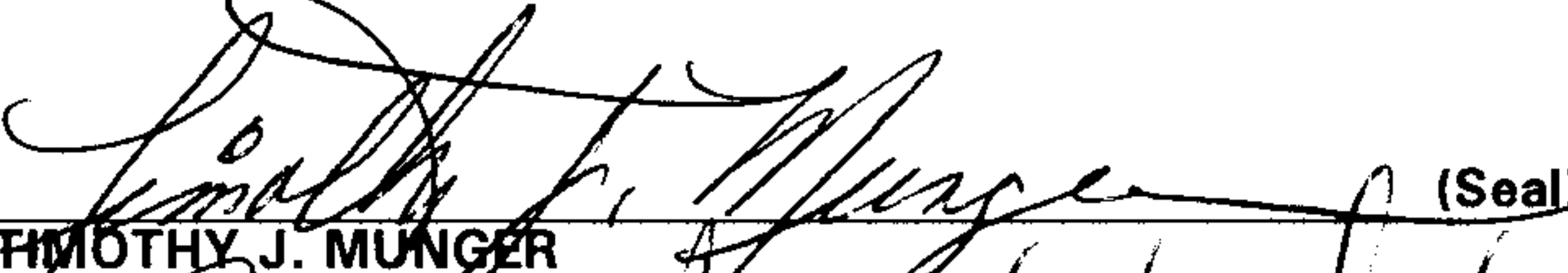
The principal amount available under the Note, which originally was \$18,400.00 (on which any required taxes already have been paid), now is increased by an additional \$36,209.72, as evidenced by the Change In Terms Agreement.

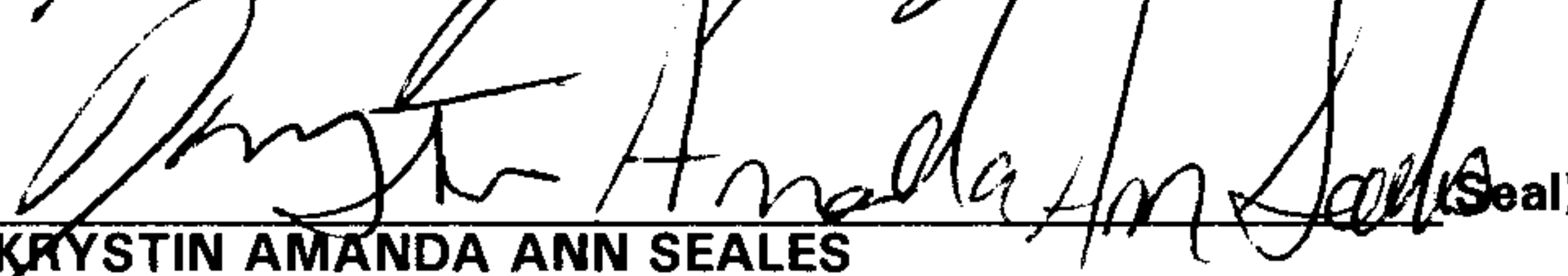
CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right 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 SEPTEMBER 16, 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)
TIMOTHY J. MUNGER

X  (Seal)
KRYSTIN AMANDA ANN SEALES

X  (Seal)
LINDA A. MUNGER

X  (Seal)
BRITTANY MUNGER GOLDEN

LENDER:

SERVISFIRST BANK
X  (Seal)
Authorized Signer

MODIFICATION OF MORTGAGE
(Continued)

Loan No: 7596

Page 2

This Modification of Mortgage prepared by:

Name: ANGELA WASHINGTON
Address: 850 SHADES CREEK PKWY
City, State, ZIP: BIRMINGHAM, AL 35209

INDIVIDUAL 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 **TIMOTHY J. MUNGER**, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Modification, he or she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 27 day of September, 2010.

NOTARY PUBLIC STATE OF ALABAMA
MY COMMISSION EXPIRES
BONDED THROUGH NOTARY PUBLIC UNDERWRITERS

Chokha Ah
Notary Public

My commission expires _____

INDIVIDUAL 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 **LINDA A. MUNGER**, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Modification, he or she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 27 day of September, 2010.

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

Chokha Ah
Notary Public

My commission expires _____

INDIVIDUAL 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 **KRYSTIN AMANDA ANN SEALES**, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Modification, he or she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 27 day of September, 2010.

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

Chokha Ah
Notary Public

My commission expires _____



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Shelby Cnty Judge of Probate, AL
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INDIVIDUAL 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 **BRITTANY MUNGER GOLDEN**, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Modification, he or she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 27 day of September, 2010.

NOTARY PUBLIC STATE OF ALABAMA
MY COMMISSION EXPIRES: MAY 22, 2011
BONDED THROUGH MY PUBLIC UNDERWRITER

[Signature]
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 Preston Reeder whose name as CBO of **ServisFirst Bank** 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 Signed on behalf of **ServisFirst Bank**, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 27 day of September, 2010.

NOTARY PUBLIC STATE OF ALABAMA
MY COMMISSION EXPIRES: MAY 22, 2011
BONDED THROUGH MY PUBLIC UNDERWRITER

[Signature]
Notary Public

My commission expires _____

