

RECORDATION REQUESTED BY:  
ServisFirst Bank  
WEALTH MANAGEMENT  
850 SHADES CREEK PKWY  
SUITE 100  
BIRMINGHAM, AL 35209

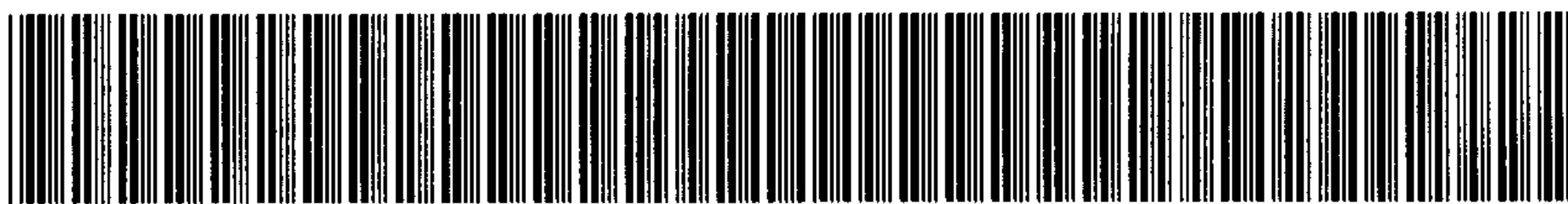
20101112000380390 1/2 \$60.75  
Shelby Cnty Judge of Probate, AL  
11/12/2010 02:25:32 PM FILED/CERT

WHEN RECORDED MAIL TO:  
ServisFirst Bank  
WEALTH MANAGEMENT  
850 SHADES CREEK PKWY  
SUITE 100  
BIRMINGHAM, AL 35209

SEND TAX NOTICES TO:  
ServisFirst Bank  
WEALTH MANAGEMENT  
850 SHADES CREEK PKWY  
SUITE 100  
BIRMINGHAM, AL 35209

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

10699  
**MODIFICATION OF MORTGAGE**



\*00000000000001069900074010212010\*

**THIS MODIFICATION OF MORTGAGE** dated October 21, 2010, is made and executed between RYAN HUFFMAN and LEAH HUFFMAN; Husband and Wife (referred to below as "Grantor") and ServisFirst Bank, whose address is 850 SHADES CREEK PKWY , SUITE 100, BIRMINGHAM, AL 35209 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated January 15, 2010 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

**RECORDED ON JANUARY 29, 2010 INSTRUMENT NUMBER 20100129000029540.**

**REAL PROPERTY DESCRIPTION.** The Mortgage covers the following described real property located in SHELBY County, State of Alabama:  
LOT 2, ACCORDING TO THE SURVEY OF CHELSEA RIDGE ESTATES, 1ST SECTOR, AS RECORDED IN MAP BOOK 35, PAGE 150, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

The Real Property or its address is commonly known as 2021 CHELSEA RIDGE DR, CHELSEA, AL 35051.

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

**INCREASING AMOUNT FROM \$238,000.00 TO \$268,500.00 (CURRENT AMOUNT OF INDEBTEDNESS IS \$238,000.00).**


**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 OCTOBER 21, 2010.**

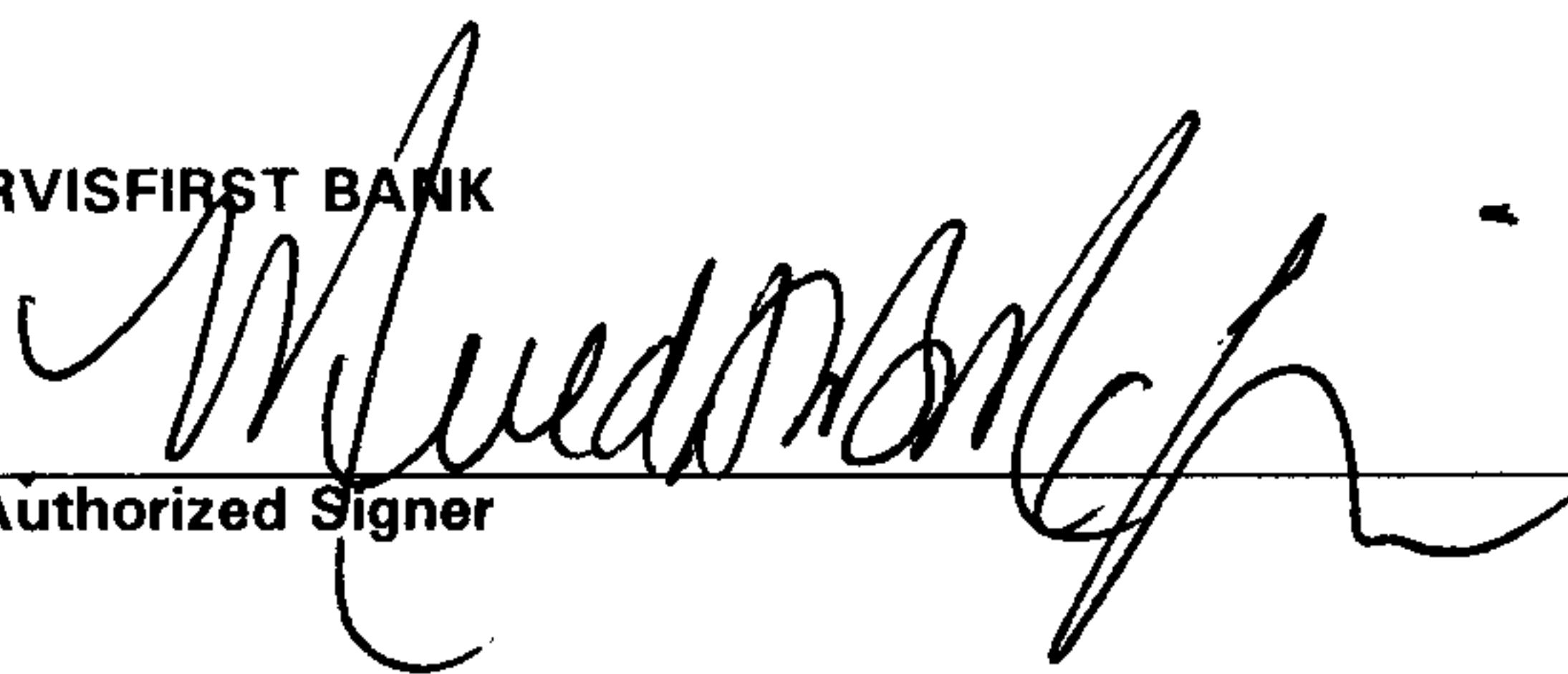
**THIS MODIFICATION IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MODIFICATION IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.**

**GRANTOR:**

X  (Seal)  
RYAN HUFFMAN

X  (Seal)  
LEAH HUFFMAN

**LENDER.**

SERVISFIRST BANK  
X  (Seal)  
Authorized Signer

**This Modification of Mortgage prepared by:**

Name: ALICIA LUCAS  
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 **RYAN HUFFMAN and LEAH HUFFMAN, Husband and Wife**, 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 October 20<sup>th</sup> day of October, 2010.

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Nov 13, 2011  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

My commission expires \_\_\_\_\_

Ashley M. Fennell  
Notary Public

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 Meredith McLaughlin whose name as A.V.P. 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 \_\_\_\_\_ of **ServisFirst Bank**, executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 20<sup>th</sup> day of October, 2010.

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Nov 13, 2011  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

My commission expires \_\_\_\_\_

Ashley M. Fennell  
Notary Public

