


This Instrument Prepared By:

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20101215000421760 1/2 \$16.00
Shelby Cnty Judge of Probate, AL
12/15/2010 01:42:36 PM FILED/CERT

STATE OF ALABAMA §
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SHELBY COUNTY §

**HOMELINE CREDIT AGREEMENT DISCLOSURE STATEMENT;
HOMELINE CREDIT AGREEMENT, HOME EQUITY LOAN,
PROMISSORY NOTE AND
MORTGAGE HOME EQUITY LOAN
(Open End, Future Advance, Due on Sale)
MODIFICATION**

This Homeline Credit Agreement Disclosure Statement; Homeline Credit Agreement, Home Equity Loan, Promissory Note and Mortgage Home Equity Loan (Open End, Future Advance, Due on Sale) Modification (collectively, the "Modification") is made effective as of the 8 day of December, 2010, by and among, James R. Crane, Sr. and wife, Jeanette P. Crane, (collectively, the "Mortgagors"), and Alabama Credit Union (the "Lender").

W I T N E S S E T H:

WHEREAS, Mortgagors executed and delivered to Lender an Homeline Credit Agreement Disclosure Statement and Homeline Credit Agreement and Home Equity Loan Advance Request and Promissory Note, in favor of the Lender on May 17, 2005, (the "Note"). The Note provides for a principal indebtedness to the Lender not to exceed the amount of One Hundred Fourteen Thousand & No/100 (\$114,000.00) Dollars, plus interest, (the "Indebtedness"); and

WHEREAS, the Note is secured by a Home Equity Loan Mortgage given by Mortgagors in favor of Lender in the principal amount of One Hundred Fourteen Thousand & No/100 (\$114,000.00) Dollars, which is recorded at Instrument Number 2005052400025305 in the Probate Office of Shelby County, Alabama (the "Mortgage") securing the following described real property:

Lot 56, according to the 1st Amended Plat of Final Record Plat of Greystone Farms, English Turn Sector, Phase 1, as recorded in Map Book 19 at Page 142 in the Probate Office of Shelby County, Alabama,

(the "Real Property"); and

WHEREAS, the Mortgagors have requested that the Lender increase the Indebtedness and Mortgage to One Hundred Sixty-One Thousand Four Hundred & No/100 (\$161,400.00) Dollars, plus interest (the "New Indebtedness"); and

WHEREAS, the Lender has required, as a condition to approving the request for the New Indebtedness that the Mortgagors execute and deliver to Lender this Modification increasing the Mortgage and Note indebtedness and modifying its terms; and

NOW, THEREFORE, for valuable consideration and the mutual covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the Mortgagors and the Lender, intending to be legally bound, agree that the Note and Mortgage is, effective as of the 8th day of December, 2010, hereby amended as follows:

1. The Indebtedness owed by Mortgagors to Lender under the Note, Mortgage and this Modification shall mean the New Indebtedness.

2. The New Indebtedness owed by Mortgagors to Lender shall be secured by the Mortgage and this Modification.

3. The Mortgage and this Modification shall secure the payment of all advances heretofore or from time to time hereafter made by the Lender to the Mortgagors under the Note and this Modification.

4. Except as specifically amended herein, the Note and Mortgage shall remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have executed this Modification as of the 8 day of December, 2010.

MORTGAGORS:

James R. Crane Sr.
James R. Crane, Sr.

Jeanette P. Crane
Jeanette P. Crane

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LENDER:

Alabama Credit Union

By:

[Signature]
Its President

STATE OF ALABAMA

SHELBY COUNTY

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ss.

I, the undersigned authority, a notary public in and for said county in said state, hereby certify that James R. Crane, Sr. and Jeanette P. Crane, 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 the foregoing instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal on this the 8th day of December, 2010.

[Signature]
Notary Public
My Commission Expires: MY COMMISSION EXPIRES JULY 12, 2011

STATE OF ALABAMA

TUSCALOOSA COUNTY

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ss.

I, the undersigned authority, a notary public for the State of Alabama at large, hereby certify that Stephen K. Swothord, whose name as President of Alabama Credit Union, 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 the foregoing instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of that bank on the day the same bears date.

Given under my hand and official seal on this the 8 day of December, 2010.

[Signature]
Notary Public
My Commission Expires: MY COMMISSION EXPIRES JULY 12, 2011