



2011010500003660 1/4 \$157.00
Shelby Cnty Judge of Probate, AL
01/05/2011 02:14:22 PM FILED/CERT

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LOAN NUMBER: 61003532

MODIFICATION AGREEMENT - MORTGAGE

THIS MODIFICATION AGREEMENT ("Agreement") is made this **9th day of December, 2010**, between **William B Doyle**, whose address is **180 Highland Lakes Drive, Birmingham, Alabama 35242**, and **Elizabeth D Doyle, Husband and Wife**, whose address is **180 Highland Lakes Drive, Birmingham, Alabama 35242** ("Borrower"), and **Aliant Bank** whose address is **200 Aliant Parkway, PO BOX 1237, Alexander City, Alabama 35011-1237** ("Lender"). **ELIZABETH D. DOYLE IS ONE AND THE SAME AS DIANE DOYLE AS STATED ON TITLE.** Aliant Bank and Borrower entered into a Mortgage dated **June 28, 2005** and recorded on **June 9, 2006**, in Book **20060609000**, Page **273990**, records of **County of Shelby, State of Alabama** ("Mortgage"). The Mortgage covers the following described real property:

Address: **180 Highland Lakes Drive, Birmingham, Alabama 35242**

Legal Description: **Lot 136, according to the map of Highland Lakes, 1st Sector, as recorded in Map Book 18 page 37 A, B, C, D, E, F & G in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.**

It is the express intent of the Borrower and Lender to modify the terms and provisions set forth in the Mortgage. Borrower and Lender hereby agree to modify the Mortgage as follows:

- ORIGINAL MORTGAGE AMOUNT OF \$250,000 IS HEREBY INCREASED BY \$90,000 FOR A TOTAL SECURITY OF \$340,000.**

Borrower and Lender agree that the Mortgage including such changes, modifications, and amendments as set forth herein, shall remain in full force and effect with respect to each and every term and condition thereof and nothing herein contained shall in any manner affect the lien of the Mortgage on the Property. Nothing contained herein shall in any way impair the Mortgage or the security now held for the indebtedness thereunder, or alter, waive, annul, vary, or affect any provision, term, condition, or covenant therein, except as herein provided, nor affect or impair any rights, powers, privileges, duties, or remedies under the Mortgage it being the intent of Borrower and Lender that the terms and provisions thereof shall continue in full force and effect, except as specifically modified herein. Nothing in this Agreement shall constitute a satisfaction of the promissory note or notes, or other credit agreement or agreements secured by the Mortgage.

Lender's consent to this Agreement does not waive Lender's right to require strict performance of the Mortgage modified above, nor obligate Lender to make any future modifications. Any guarantor or cosigner shall not be released by virtue of this Agreement.

If any Borrower who signed the original Mortgage does not sign this Agreement, then all Borrowers signing below acknowledge that this Agreement is given conditionally, based on the representation to Lender that the non-signing



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person consents to the changes and provisions of this Agreement 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.

This Agreement shall be binding upon the heirs, successors, and assigns with respect to parties hereto. Whenever used, the singular shall include the plural, the plural, the singular, and the use of any gender shall be applicable to all genders.

ORAL AGREEMENTS DISCLAIMER. This Agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

By signing below, Borrower and Lender acknowledge that they have read all the provisions contained in this Agreement, and that they accept and agree to its terms.

William B Doyle Date 12/09/10

Elizabeth D Doyle Date 12/09/10

INDIVIDUAL ACKNOWLEDGMENT

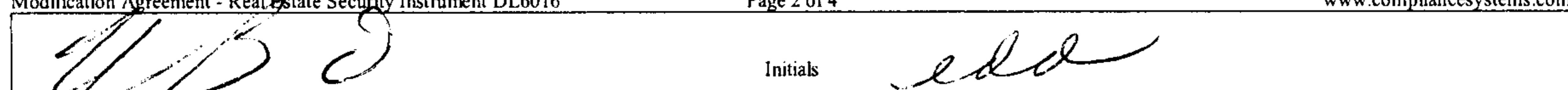
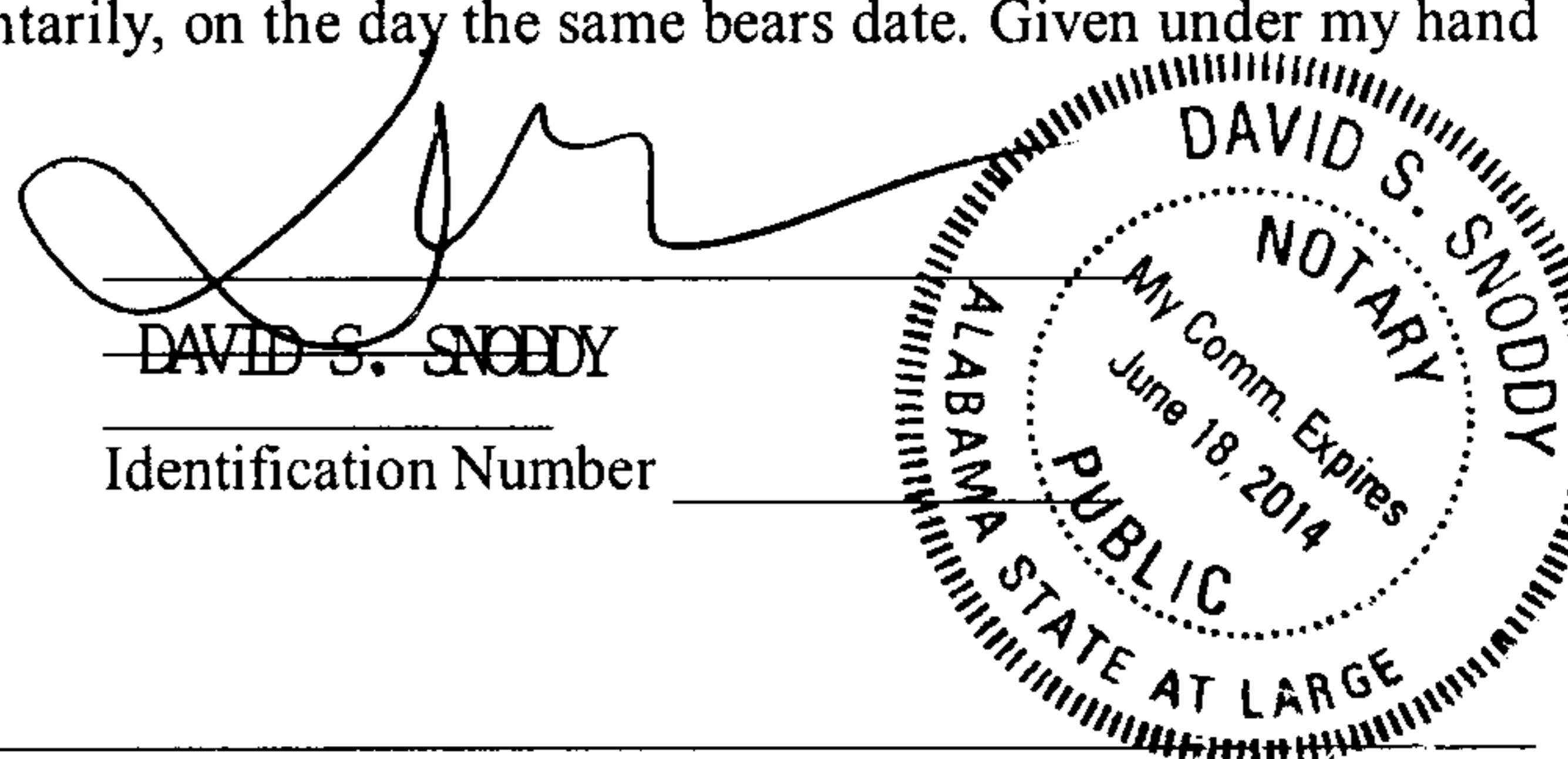
STATE OF ALABAMA)
)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public, do hereby certify that **William B Doyle**, whose name is signed to the foregoing and who is known to me, acknowledged before me on this day that, being informed of the contents of the Security Instrument, he/she executed the same, voluntarily, on the day the same bears date. Given under my hand this December 9, 2010.

My commission expires: _____

DAVID S. SNOODY
THE SNOODY LAW FIRM, LLC
2106 DEVEREUX CIRCLE, SUITE 150
BIRMINGHAM, ALABAMA 35243

(Official Seal)





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INDIVIDUAL ACKNOWLEDGMENT

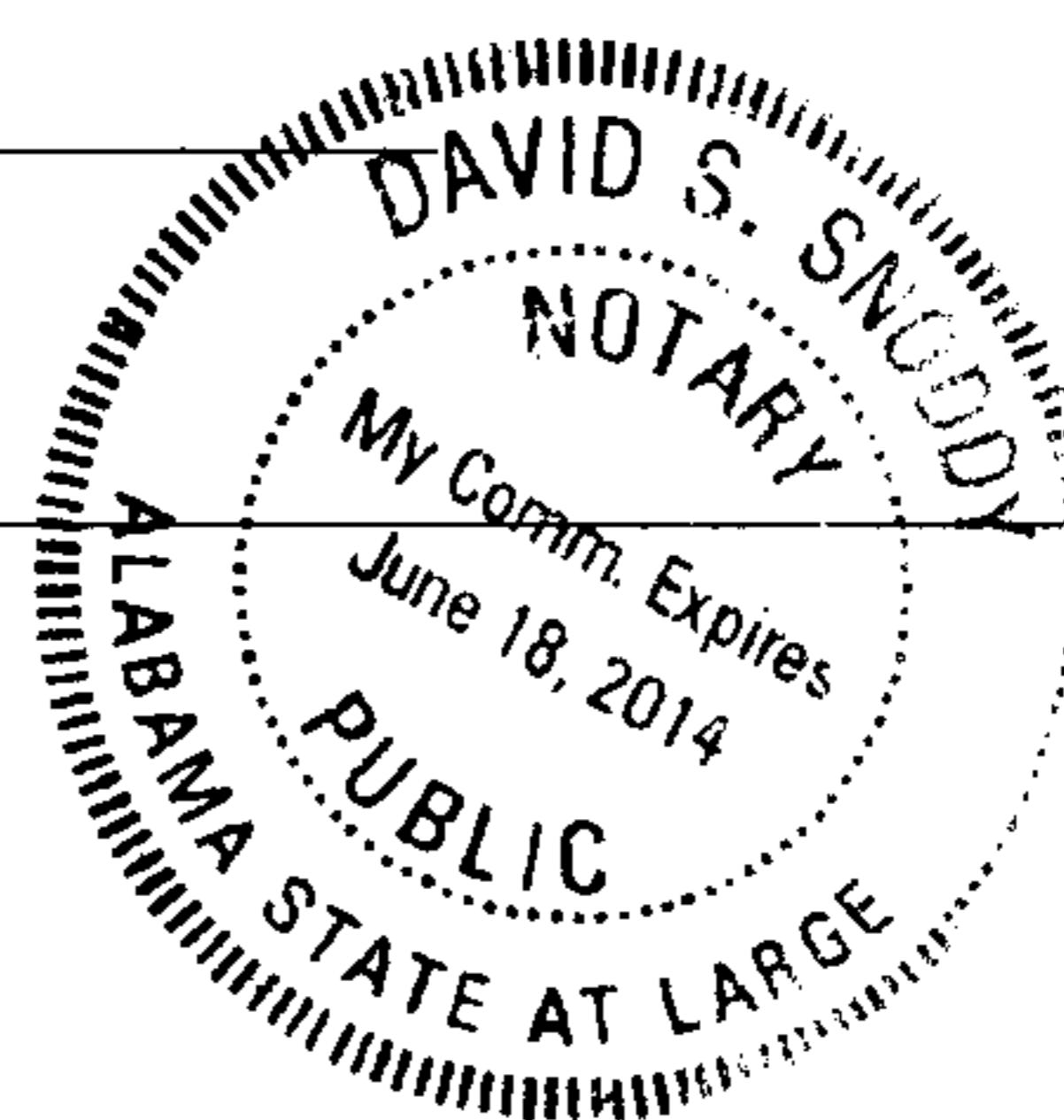
STATE OF ALABAMA)
)
COUNTY OF JEFFERSON)

I, the undersigned a Notary Public, do hereby certify that **Elizabeth D Doyle**, whose name is signed to the foregoing and who is known to me, acknowledged before me on this day that, being informed of the contents of the Security Instrument, he/she executed the same, voluntarily, on the day the same bears date. Given under my hand this December 9, 2010.

My commission expires: _____

DAVID S. SNODDY

Identification Number _____



DAVID S. SNODDY
THE SNODDY LAW FIRM, LLC
2106 DEVEREUX CIRCLE, SUITE 150
BIRMINGHAM, ALABAMA 35243

(Official Seal)

LENDER: Aliant Bank

By: Cindy Joiner
Its: Vice President

Date

By: Cindy Joiner
Its: Vice President

BUSINESS ACKNOWLEDGMENT

STATE OF ALABAMA)
)
COUNTY OF JEFFERSON)

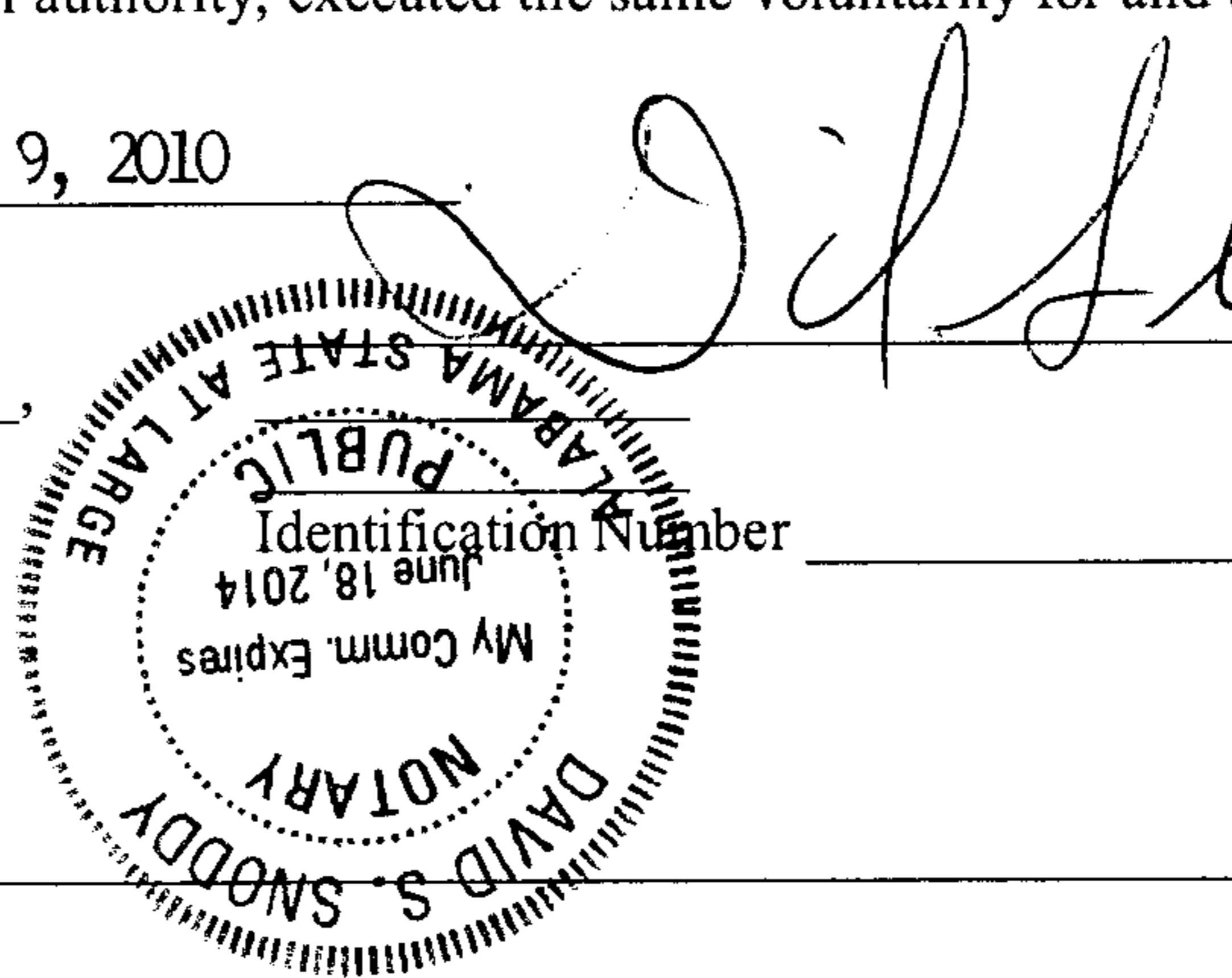
I, the undersigned Notary Public and for said County and in said State, hereby certify that Cindy Joiner, Vice President of Aliant Bank, a(n) Alabama Bank, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he or she, in his or her official capacity and with full authority, executed the same voluntarily for and as the act of said Bank.

Given under my hand this December 9, 2010

My commission expires: _____

David S. Snoddy residing at Birmingham,
Alabama _____.

(Official Seal)



THIS INSTRUMENT PREPARED BY:
Aliant Bank
Karen Engstrom
PO Box 1237
Alexander City, AL 35011

AFTER RECORDING RETURN TO:
Aliant Bank
Post Office Box 1237
Alexander City, AL 35011-1237

