Shelby Cnty Judge of Probate, AL

01/27/2011 03:21:43 PM FILED/CERT

After recording, return recording PO Box 641010

information to: 20101230753 American Title, Inc. Omaha, NE 68164-1010

This instrument was prepared by

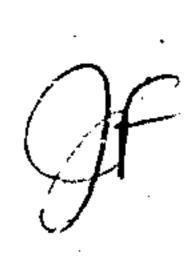
Described as:

**VERNITA BROWN-SUPERIOR BANK** (name) (address) 17 NORTH 20TH ST BIRMINGHAM, AL 35203 — Space Above This Line For Recording Data ————— State of Alabama MODIFICATION OF MORTGAGE DATE AND PARTIES. The date of this Real Estate Modification (Modification) is 01.06.2011 The parties and their addresses are: MORTGAGOR: MARK A. FUCCI AND JENNIFER A. FUCCI, HUSBAND AND WIFE 145 OAKBROOKE LANE ALABASTER, AL 35007 LENDER: SUPERIOR BANK ORGANIZED AND EXISTING UNDER THE LAWS OF THE UNITED STATES OF AMERICA 104 CHELSEA POINT DRIVE CHELSEA, AL 35043 BACKGROUND. Mortgagor and Lender entered into a Security Instrument dated 09-24-2010 . The Security Instrument was recorded in the records of recorded on 10-18-2010 County, Alabama at SHELBY COUNTY JUDGE OF PROBATE AS INSTRUMENT # 20101018000346850 SHELBY The property is located in **SHELBY** County at 135 OAKBROOKE LANE, ALABASTER, AL 35007

THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE COUNTY OF SHELBY AND STATE OF ALABAMA, TO-WIT: LOT 11, OAKBROOKE ESTATES, ACCORDING TO THE

MAP OF OAKBROOKE, AS RECORDED IN MAP BOOK 24, PAGE 44, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA. SUBJECT TO RESTRICTIONS, RESERVATIONS,





EASEMENTS, COVENANTS, OIL, GAS OR MINERAL RIGHTS OF RECORD, IF ANY.

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.)

NOTE I/N/O MARK A. FUCCI & JENNIFER A. FUCCI I/A/O \$25,000 DATED 09/24/10 THEN BEING MODIFIED TO NOTE I/N/O MARK A. FUCCI & JENNIFER A. FUCCI I/A/O \$45,000 DATED 01/06/11.

MTG I/N/O MARK A. FUCCI & JENNIFER A. FUCCI IA/O \$25,000 DATED 09/24/10 AND RECORDED ON 10/18/2010 AND THEN MODIFIED ON 01/06/11 I/A/O \$45,000.

will not exint the total validly material terms of the terms.	xceed \$ <u>45,000.00</u> al principal amount secu ade pursuant to the Sec	which is ured. This limitation of an curity Instrument. Also,	mount secured by the Security Insta a \$ 20,000.00 [X] mount does not include interest and this limitation does not apply to ad urity and to perform any of the cov	increase
WARRAN the Secur	TY OF TITLE. Mortgage ity Instrument and has	the right to grant, bar	gor is or will be lawfully seized of gain, convey, sell, and mortgage to except for encumbrances of record	he property. Mortgagor
CONTINU	ATION OF TERMS. Enter the terms of the terms	xcept as specifically a	mended in this Modification, all	terms of the Security
SIGNATU! Mortgagor	RES: By signing below realso acknowledges realso	, Mortgagor agrees to ceipt of a copy of the Mo	the terms and covenants containe odification.	ed in this Modification.
(Signature) N	AARK A. FUCCI	( - ( Seal ) ( Seal )	(Signature) JENNIFER A. FUCCI	(Seal)
(Signature)		(Seal) (Date)	(Signature)	(Date)
(Signature)		(Seal) (Date)	(Signature)	(Seal) (Date)
(Witness as to all signatures)			(Witness as to all signatures)	
	LEDGMENT: STATE OF ALABAMA  I. a notary public, here		UNTY OF Shelby CI: JENNIFER A. FUCCI, HUSBAND AND WIFE	} } ss.
	conveyance, and who the contents of the condate. Given under my to My commission expires (Seal)	is/are known to me, act nveyance, he/she/they hand this <u>6TH</u>	whose name(s) Is/are sign knowledged before me on this day executed the same voluntarily on the day of JANUARY, 2011  RGE  RGE  Whose name(s) Is/are sign with sign wi	that, being informed of the day the same bears $-\infty$

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SUPERIOR BANK 104 CHELSEA POINT DRIVE CHELSEA, AL 35043 MARK A. FUCCI AND JENNIFER A. FUCCI

145 OAKBROOKE LANE

ALABASTER, AL 35007

CIF# FAA9992

Loan Number 60749806

Date 01-06-2011

Maturity Date 01-06-2026

Loan Amount \$ 45,000.00

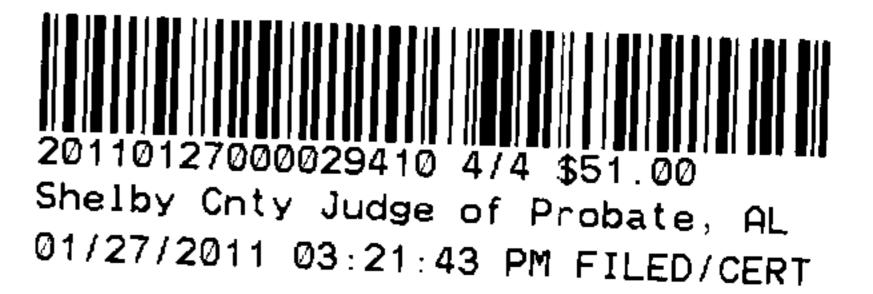
LO/LP JLE/VYB

LENDER'S NAME AND ADDRESS
"You" means the Lender, its successors and assigns.

BORROWER'S NAME AND ADDRESS
"I" includes each Borrower above.

## WAIVER OF HOMESTEAD EXEMPTION

45,000.00 In connection with the Nodated .09-24-2010 under state in the following described Homestead Property:  THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE COUNTY OF	evidencing a loan from you in the amount of ote, I have executed a Security Agreement Mortgage the terms of which I give you certain rights under the laws of this SHELBY AND STATE OF ALABAMA, TO-WIT: LOT 11, OAKBROOKE ESTATES, 4, PAGE 44, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA. SUBJECT TO MINERAL RIGHTS OF RECORD, IF ANY.
	omestead rights and exemptions in the Homestead Property, as Alabama, for as long as I occupy the Homestead Property as a
In witness whereof, I have signed my name and affi	ixed my seal on .01-06-2011
Witnesses:	Signatures:  (Seal)
***************************************	JENNIFER A. FUCCI  -Borrower  -Borrower
[Space Below This	Line For Acknowledgment]
The State of Alabama County	20110127000029410 3/4 \$51.00 Shelby Cnty Judge of Probate, AL
hereby certify that MARK A. FUCCI AND JENNIFER A. FUCCI	01/27/2011 03:21:43 PM FILED/CERT  g conveyance, and who is known to me, acknowledged before me
on this day that, being informed of the contents of the cor	nveyance, (s)he executed the same voluntarily on the day the same  day of JANUARY, 2011
	JAIME L. ECHOLS NOTARY PUBLIC Notary Public NY COMMISSION EXPERS



## SCHEDULE A

MTG I/N/O MARK A. FUCCI & JENNIFER A. FUCCI IA/O \$25,000 DATED 09/24/10 AND RECORDED ON 10/18/2010 AND THEN MODIFIED ON 01/06/11 I/A/O \$45,000 ON 135 OAKBROOKE LANE ALABASTER, AL 35007.

THIS PROMISSORY NOTE AMENDS AND RESTATES IN ITS ENTIRETY THAT PROMISSORY NOTE FROM BORROWER TO BANK DATED 09/24/10 IN THE AMOUNT OF \$25,000. ALL DOCUMENTS AND INSTRUMENTS SECURING SUCH ORIGINAL PROMISSORY NOTE SHALL CONTINUE TO SECURE THE NOTE AS AMENDED HEREIN.