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American Title, Inc.
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Omaha, NE 68164-1010


20110127000029410 1/4 \$51.00
Shelby Cnty Judge of Probate, AL
01/27/2011 03:21:43 PM FILED/CERT

This instrument was prepared by

VERNITA BROWN-SUPERIOR BANK (name)

17 NORTH 20TH ST BIRMINGHAM, AL 35203 (address)

State of Alabama

Space Above This Line For Recording Data

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 and recorded on 10-18-2010. The Security Instrument was recorded in the records of SHELBY County, Alabama at SHELBY COUNTY JUDGE OF PROBATE AS INSTRUMENT # 20101018000346850. The property is located in SHELBY County at 135 OAKBROOKE LANE, ALABASTER, AL 35007.

Described as:

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 I/A/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.

☒ **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by the Security Instrument at any one time will not exceed \$45,000.00 ☒ which is a \$20,000.00 ☒ increase ☐ decrease in the total principal amount secured. This limitation of amount does not include interest and other fees and charges validly made pursuant to the Security Instrument. Also, this limitation does not apply to advances made under the terms of the Security Instrument to protect Lender's security and to perform any of the covenants contained in the Security Instrument.

WARRANTY OF TITLE. Mortgagor warrants that Mortgagor is or will be lawfully seized of the estate conveyed by the Security Instrument and has the right to grant, bargain, convey, sell, and mortgage the property. Mortgagor also warrants that such same property is unencumbered, except for encumbrances of record.

CONTINUATION OF TERMS. Except as specifically amended in this Modification, all terms of the Security Instrument remain in effect.

SIGNATURES: By signing below, Mortgagor agrees to the terms and covenants contained in this Modification. Mortgagor also acknowledges receipt of a copy of the Modification.

Mark Fucci 1-6-11 (Seal)
(Signature) MARK A. FUCCI (Date)

Jennifer A. Fucci (Seal)
(Signature) JENNIFER A. FUCCI (Date)

(Signature) (Date) (Seal)

(Signature) (Date) (Seal)

(Signature) (Date) (Seal)

(Signature) (Date) (Seal)

(Witness as to all signatures)

(Witness as to all signatures)

ACKNOWLEDGMENT:

STATE OF ALABAMA, COUNTY OF Shelby } ss.

(Individual) I, a notary public, hereby certify that MARK A. FUCCI; JENNIFER A. FUCCI, HUSBAND AND WIFE
whose name(s) is/are signed to the foregoing conveyance, and who is/are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily on the day the same bears date. Given under my hand this 6TH day of JANUARY, 2011.

My commission expires:

(Seal)

JAIME L. ECHOLS
NOTARY PUBLIC
ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES 8-28-12

Jaime Echols
(Notary Public)
JAMIE L. ECHOLS

SUPERIOR BANK 104 CHELSEA POINT DRIVE CHELSEA, AL 35043 LENDER'S NAME AND ADDRESS "You" means the Lender, its successors and assigns.	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
	BORROWER'S NAME AND ADDRESS "I" includes each Borrower above.	

WAIVER OF HOMESTEAD EXEMPTION

I have executed a Note dated 01-06-2011 evidencing a loan from you in the amount of \$45,000.00. In connection with the Note, I have executed a ☐ Security Agreement ☒ Mortgage dated 09-24-2010 under the terms of which I give you certain rights under the laws of this state in the following described Homestead Property:

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.

By signing below, I hereby waive any and all homestead rights and exemptions in the Homestead Property, as granted under the Constitution and laws of the State of Alabama, for as long as I occupy the Homestead Property as a principal residence.

In witness whereof, I have signed my name and affixed my seal on 01-06-2011.

Witnesses:

Signatures:

Mark A. Fucci (Seal)
MARK A. FUCCI Borrower

Jennifer A. Fucci (Seal)
JENNIFER A. FUCCI Borrower

[Space Below This Line For Acknowledgment]

The State of Alabama

County

I, Jaime L. Echols
hereby certify that MARK A. FUCCI AND JENNIFER A. FUCCI
whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, (s)he executed the same voluntarily on the day the same bears date. Given under my hand this 6TH day of JANUARY, 2011

My commission expires:

8/28/12

Jaime Echols
Notary Public
JAIMEL ECHOLS

JAIME L. ECHOLS
NOTARY PUBLIC
ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES 8-28-12



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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.