
20110422000123210 1/6 \$28.00
Shelby Cnty Judge of Probate, AL
04/22/2011 08:52:49 AM FILED/CERT

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated March 3/, 2011, is made and executed between PETER WOLNSKI, whose address is 297 LAKE PROVIDENCE, LEEDS, AL 35094; AMY R WOLNSKI, whose address is 297 LAKE PROVIDENCE, LEEDS, AL 35094; husband and wife (referred to below as "Grantor") and Cadence Bank (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated August 11, 2008 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED IN INSTRUMENT NO. 20080818000330620 AND RE-RECORDED IN INSTRUMENT NO. 20090526000198050.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in SHELBY County, State of Alabama:

See EXHIBIT A, which is attached to this Modification and made a part of the Modification as if fully set forth herein.

The Real Property or its address is commonly known as 297 LAKE PROVIDENCE, LEEDS, AL 35094.

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

The Credit Limit or maximum principal indebtedness secured by the Mortgage is hereby decreased from \$267,000 to \$106,000.

CONTINUING VALIDTY. 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 of 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 endorsers to the Note; including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorsers, 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 the 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 MARCH ____, 2011.

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)
PETER WOLNSKI

x _____ (Seal)
AMY R. WOLNSKI

LENDER:

CADENCE BANK

x *Bill Malone* (Seal)
Authorized Signer



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This Modification of Mortgage prepared by:

Name: George M. Vaughn
Address: 300 Cahaba Park Circle, Suite 200
City, State, ZIP: Birmingham, AL 35242

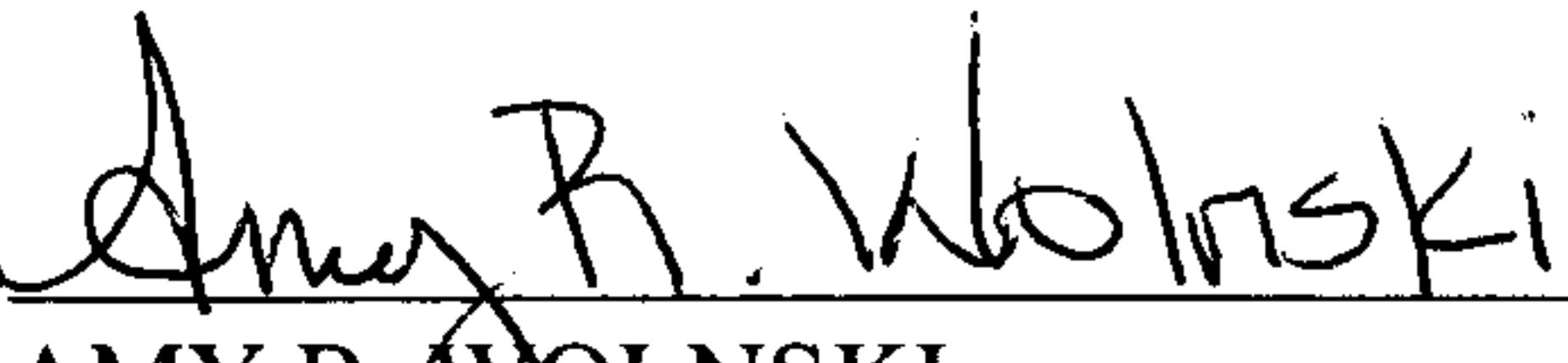
accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original mortgage does not sign this modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of the 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.

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GRANTOR:

x  (Seal)
PETER WOLNSKI

x  (Seal)
AMY R. WOLNSKI

LENDER:

CADENCE BANK

x _____ (Seal)
Authorized Signer



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This Modification of Mortgage prepared by:

Name: George M. Vaughn
Address: 300 Cahaba Park Circle, Suite 200
City, State, ZIP: Birmingham, AL 35242

MODIFICATION OF MORTGAGE
(Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ALABAMA)
) SS
COUNTY OF _____)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that PETER WOLNSKI and AMY WOLNSKI, the husband and wife, whose names are signed to the foregoing instrument, and who are known to me, acknowledge 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 _____ day of _____, 2011.

Notary Public

My commission expires _____

LENDER ACKNOWLEDGMENT

Mississippi
STATE OF ~~ALABAMA~~)
) SS
COUNTY OF OKTIBBEHA)


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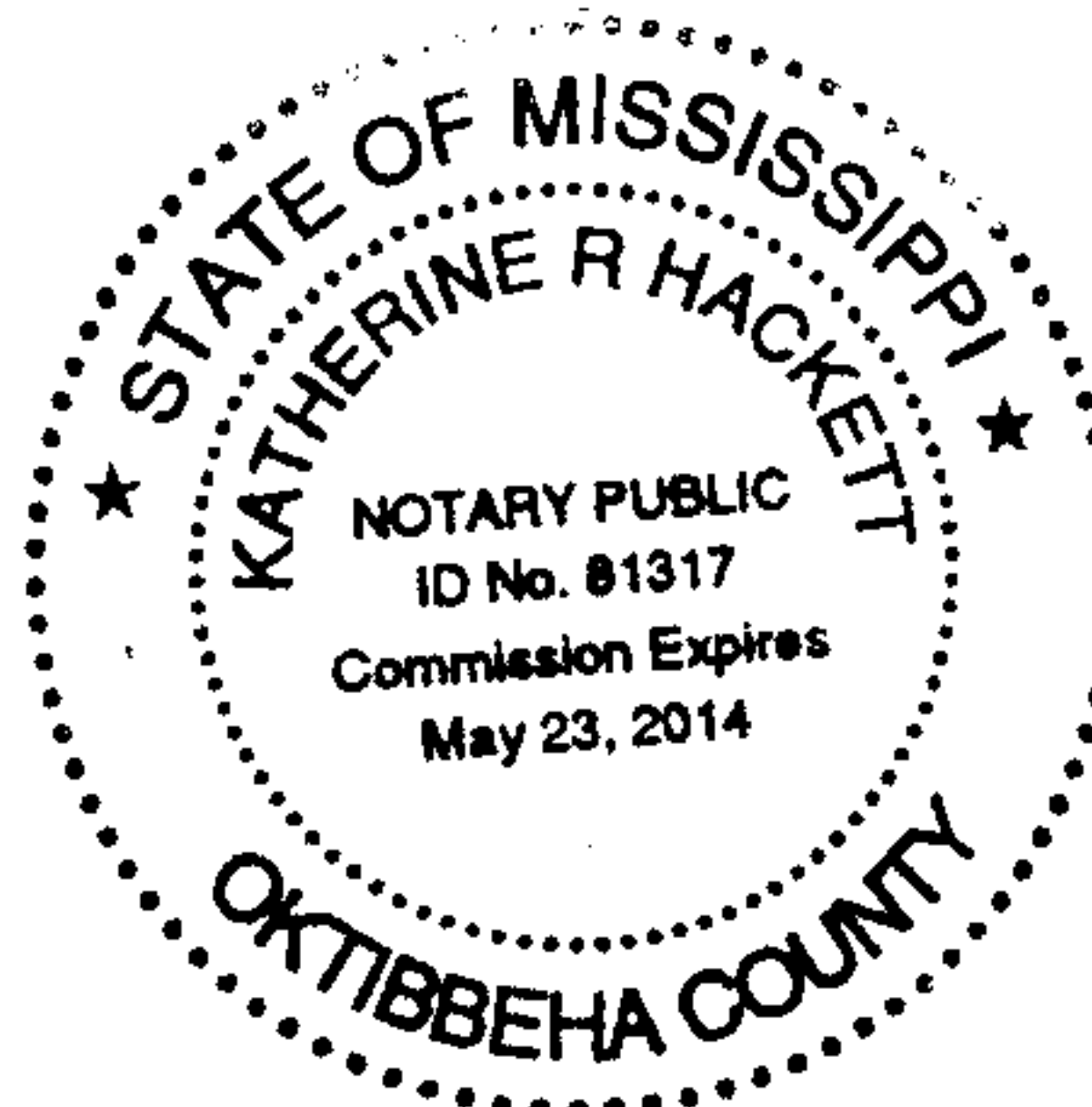
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Bill Malone a corporation, is signed to the foregoing Modification and who is known to me, acknowledged before me on this day that, being informed of the contents of said Modification of Mortgage, he or she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 1st day of April, 2011.

K R Hackett

Notary Public

My commission expires May 23, 2014



1. **Project Name:** [Project Name]

2. **Project Manager:** [Project Manager]

3. **Project Start Date:** [Project Start Date]

4. **Project End Date:** [Project End Date]

5. **Project Budget:** [Project Budget]

6. **Project Status:** [Project Status]

7. **Project Description:** [Project Description]

8. **Project Objectives:** [Project Objectives]

9. **Project Scope:** [Project Scope]

10. **Project Risks:** [Project Risks]

11. **Project Deliverables:** [Project Deliverables]

12. **Project Milestones:** [Project Milestones]

13. **Project Stakeholders:** [Project Stakeholders]

14. **Project Communication Plan:** [Project Communication Plan]

15. **Project Change Management Plan:** [Project Change Management Plan]

16. **Project Quality Management Plan:** [Project Quality Management Plan]

17. **Project Risk Management Plan:** [Project Risk Management Plan]

18. **Project Resource Management Plan:** [Project Resource Management Plan]

19. **Project Procurement Management Plan:** [Project Procurement Management Plan]

20. **Project Stakeholder Management Plan:** [Project Stakeholder Management Plan]

21. **Project Management Plan:** [Project Management Plan]

22. **Project Charter:** [Project Charter]

23. **Project Initiation:** [Project Initiation]

24. **Project Planning:** [Project Planning]

25. **Project Execution:** [Project Execution]

26. **Project Monitoring and Control:** [Project Monitoring and Control]


27. **Project Closure:** [Project Closure]

28. **Project Post-Mortem:** [Project Post-Mortem]

29. **Project Lessons Learned:** [Project Lessons Learned]

30. **Project Summary:** [Project Summary]

My commission expires



Notary Public

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Given under my hand and official seal this _____ day of _____, 2011.

My commission expires _____

EXHIBIT A

Lot A2BB, according to the Resurvey of Lots A2A and A2B, Wolnski Family Subdivision, as recorded in Map Book 40, Page 50, in the Probate Office of Shelby County, Alabama.

TOGETHER WITH: A twenty (20) foot easement for ingress and egress, to provide access to and from the property herein conveyed, said easement being shown and designated as "20' Drive-Way Easement" on the record map of Wolnski Family Subdivision, as recorded in Map Book 27, page 83, in the Probate Office of Shelby County.



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