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20110428000129060 1/2 \$140.10
Shelby Cnty Judge of Probate, AL
04/28/2011 02:45:01 PM FILED/CERT

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated April 15, 2011, is made and executed between James N Carroll and Betty L Carroll, Husband & Wife, whose address is 10751 Bent Brook Drive, Vance, AL 35490 (referred to below as "Grantor") and RBC Bank (USA), whose address is Lending Service Center, P.O. Box 1220, Rocky Mount, NC 27802 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated July 14, 1998 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

A Open-End Line of Credit Mortgage to National Bank of Commerce of Birmingham, predecessor in interest to RBC Bank (USA), dated July 14, 1998, recorded on August 7, 1998 in the Official Records as Instrument Number 1998-30317 as affected by that certain Modification of Mortgage dated November 5, 2009, recorded on February 16, 2010 in the Official Records as Instrument Number 45370 all in the Office of the Judge of Probate of Shelby County, Alabama, securing a loan in the original principal amount of Eighty Five Thousand and 00/100 Dollars (\$85,000.00).

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

LOT 12, BLOCK 2, ACCORDING TO A RESURVEY OF FERNWOOD, THIRD SECTOR, RECORDED IN MAP BOOK 7, PAGE 80, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

The Real Property or its address is commonly known as 150 Newgate Road, Alabaster, AL 35007.

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

Modifying the Interest Rate and Extending the Maturity Date of the Promissory Note to April 20, 2012, which has a current principal balance of Eighty Three Thousand Three Hundred Sixty and 33/100 Dollars (\$83,360.33).

CONTINUING VALIDITY. 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 or 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 endorser, 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 this 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 APRIL 15, 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 James N. Carroll (Seal)
James N Carroll

X Betty L Carroll (Seal)
Betty L Carroll

LENDER:

RBC BANK (USA)

X Edul K. [Signature] (Seal)
Authorized Signer

MODIFICATION OF MORTGAGE
(Continued)

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This Modification of Mortgage prepared by:

Name: Jackie Wilchinski, Fulfillment Specialist
Address: 3201 Beechleaf Court
City, State, ZIP: Raleigh, NC 27604
937-910-3639

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama

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) SS

COUNTY OF Tuscaloosa

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I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **James N Carroll and Betty L Carroll**, 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 said Modification, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 13th day of April, 20 11.

Ashley J. Smith
Notary Public

My commission expires 07/16/2014

LENDER ACKNOWLEDGMENT

STATE OF NC

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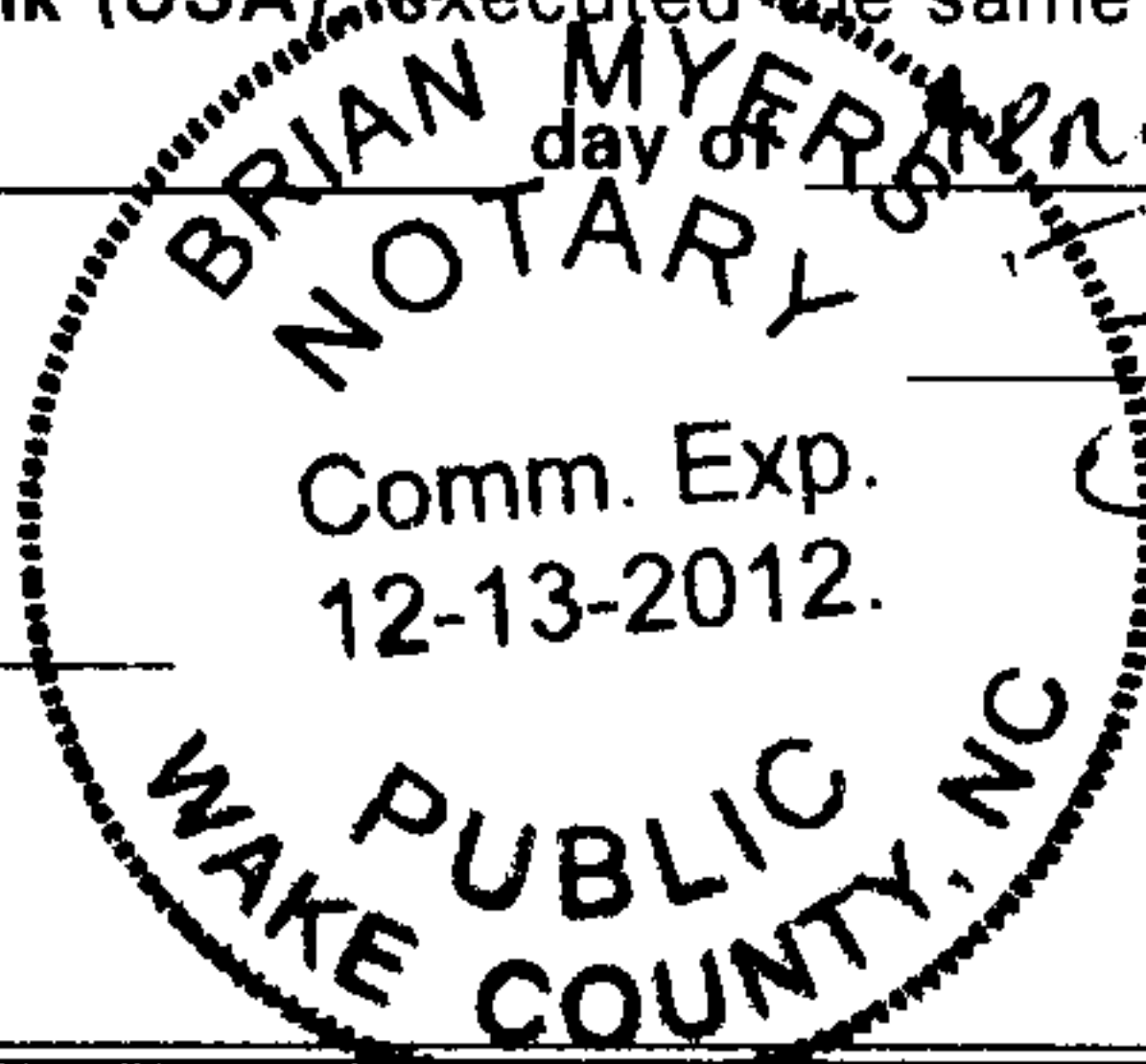
) SS

COUNTY OF WAKE

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I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that EDWARD K. DUNEY whose name as BANK OFFICER of RBC Bank (USA) 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 the Modification of Mortgage, he or she, in his or her capacity as such BANK OFFICER of RBC Bank (USA), executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 14 day of April, 20 11.



[Signature]
Notary Public

My commission expires 12/13/12

VOID

