

Prepared by and after recording return to:

First Tennessee Bank National Association
300 Court Street, 7th Floor
Attn: Credit Ops/Imaging
Memphis, TN 38103

20111129000359220 1/3 \$19.00
Shelby Cnty Judge of Probate, AL
11/29/2011 10:35:48 AM FILED/CERT

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**MODIFICATION OF HOME EQUITY LINE OF CREDIT AGREEMENT
AND MORTGAGE**

THIS MODIFICATION AGREEMENT (this "Agreement") is made by and between FIRST TENNESSEE BANK NATIONAL ASSOCIATION a/k/a First Tennessee Bank, N.A. ("Bank") and Leland Heywood Burgess and Pamela Langham Burgess ("Borrower") and Leland Heywood Burgess and Pamela Langham Burgess ("Grantor").

WHEREAS, Borrower has entered into a Home Equity Line of Credit Agreement and Disclosures under the Federal Truth-In-Lending Act with Bank, dated April 23, 2008 (the "Line of Credit Agreement"), which is secured by Grantor's Mortgage dated April 23, 2008, and recorded in Book na, Page na, or as Document Number 20080523000210900 in the Official Records of Shelby County, Alabama (the "Security Instrument"), covering real property located at 1437 Legacy Drive, Birmingham, AL 35242 (the "Property") (collectively, the "Loan Documents"); and

WHEREAS, the parties desire to make certain changes to the Loan Documents as hereinafter set forth;

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement, the parties agree as follows:

A. AMENDMENT OF LINE OF CREDIT AGREEMENT. Effective as of October 18, 2011 (the "Effective Date"), the Line of Credit Agreement is modified with respect to such of the following items as are initialed by Borrower:

1. The Credit Limit specified in the paragraph of the Line of Credit Agreement, entitled "Specific Information," will be decreased from \$175,000.00 to \$68,000.00.

Borrower's Initials

LHB PLB

2. The Draw Period specified in the paragraph of the Line of Credit Agreement, entitled "Specific Information", will be increased from 0 Years to Years, expiring on

N/A

3. Your Rate Differential (Margin above Prime) specified the paragraph of the Line of Credit Agreement entitled "Rates" will be increased from % to %.

N/A

4. Your Rate Differential (Margin above Prime) specified in the paragraph of the Line of Credit Agreement entitled "Rates" will be decreased from % to %.

N/A

5. The Repayment Period specified in the paragraph of the Line of Credit Agreement entitled "Specific Information" will be increased from Years to Years, and the maturity date of the Line of Credit Agreement is extended to

N/A

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B. AMENDMENT OF SECURITY INSTRUMENT. Effective as of the Effective Date, the Security Instrument is modified as necessary to reflect the changes to the Line of Credit Agreement described in Section A above, and continues to secure all amounts owed under the Line of Credit Agreement as amended by this Agreement.

C. OTHER TERMS

1. Except as to changes described in Section B of this Agreement, this Agreement shall not affect Bank's security interest in, or lien priority on, the Property.

2. This Agreement shall not be construed to be a satisfaction, novation or partial release of the Line of Credit Agreement or the Security Instrument.

3. Bank does not waive its right to: (i) prohibit or restrict any future amendments or modifications Borrower may request, or (ii) enforce any of Bank's rights or remedies under any of the Loan Documents.

4. Except as amended by this Agreement, all terms and conditions of the Loan Documents shall remain in full force and effect. In the event of any irreconcilable conflict between any provision of this Agreement and any provision of a Loan Document, the provisions of this Agreement shall control.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective on the Effective Date.

BORROWER:

Leland Heywood Burgess

Date: _____

Pamela Langham Burgess

Date: _____

GRANTOR/BORROWER

Leland Heywood Burgess
Date: 10/31/2011

Pamela Langham Burgess
Date: 10/31/2011

FIRST TENNESSEE BANK NATIONAL ASSOCIATION

By: Tena Farrell

Name: Tena Farrell

Title: Designated Agent

Date: 10/19/11

ACKNOWLEDGEMENTS

The State of Alabama)
Jefferson County)

I, the undersigned Notary Public for said county and state hereby certify that

Leland Heywood Burgess and Pamela Langham Burgess whose name (names) 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, they executed the same voluntarily on the day the same bears date. Given under my hand this 31st day of Oct., A. D. 20 11.

Notary Public

Lauren Ashley Baum
(Name of Officer)
LAUREN ASHLEY BAUM
(Title of Officer)
NOTARY
PUBLIC

My commission/term of office expires on: 6/16/2015

Expires: 6/16/2015
ALABAMA STATE AT LARGE

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, a notary public of the state and county mentioned, personally appeared Tena Farrell, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be a Designated Agent of FIRST TENNESSEE BANK NATIONAL ASSOCIATION, a national banking association, and that, in her capacity as a Designated Agent of the said association and on its behalf, she executed the foregoing instrument for the purpose therein contained, by personally signing the name of the association as Designated Agent

Witness my hand and seal, on this 19 day of October, 20 11.

Lee Anne Todd [SEAL]
Notary Public

Printed Name: Lee Anne Todd

My commission expires on: _____

MY COMMISSION EXPIRES DEC.16, 2013

