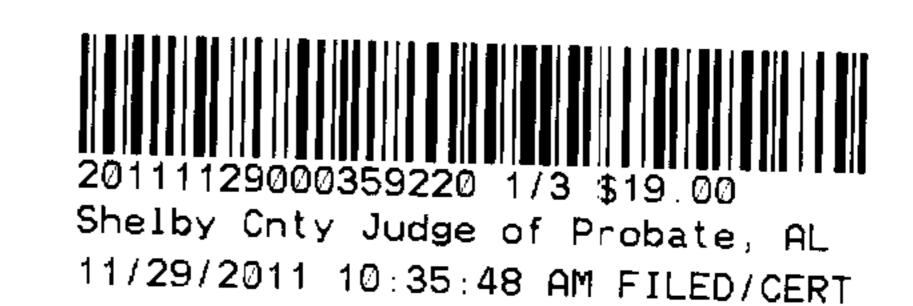
## Prepared by and after recording return to:

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



**Borrower's Initials** 

-[Space Above This Line For Recording Data]-

## 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.	LIHE KI
<ol> <li>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 .</li> </ol>	N/A
<ol> <li>Your Rate Differential (Margin above Prime) specified the paragraph of the Line of Credit Agreement entitled "Rates" will be increased from % to %.</li> </ol>	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
[Space Below This Line For Recording Data]————	

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:	GRANTOR/BORPOWER
	Mand Lyman Buces
Leland Heywood Burgess	Leland Heywood Burgess
Date:	Date: 10/31/2011
	Hamila Lang Sam Burgers
Pamela Langham Burgess	Pamela Langham Burges
Date:	Date: 10/3//201/
FIRST TENNESSEE BANK NATIONAL ASS	OCIATION
By: Sence ARRCC	
Name: Tena Farrell	
Title: Designated Agent	
Date: 10/19/11	

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

## **ACKNOWLEDGEMENTS**

Je	The State of Alabama )  County )	county and starte
i _ i	the indersigned Notan Pu	blictorsaud hereby certify that
elana	foregoing conveyance, and who is/are known to informed of the contents of the conveyance has same bears date. Given under my hand this	whose name/names is/are signed to the ple, acknowledged before me on this day that, being shear executed the same voluntarily on the day the day of the day the same voluntarily on the day the
	Expires 1	(Name of Officer)  LAUREN ASHLEYBAUM  (Title of Officer)  Public  Public
	STATE A	IT LARGE
	STATE OF TENNESSEE COUNTY OF SHELBY	
	satisfactory evidence), and who, upon oath, ack of FIRST TENNESSEE BANK NATIONAL ASSOCIATION CAPACITY as a Designated Agento	nty mentioned, personally appeared conally acquainted (or proved to me on the basis of mowledged such person to be a <u>Designated Agent</u> OCIATION, a national banking association, and that, in f the said association and on its behalf, <u>She</u> executed contained, by personally signing the name of the
	Witness my hand and seal, on this 11 day	of <u>CC+CDCV</u> , 20 11.
		Lee aire Todd [SEAL] Notary Public
		Printed Name: Lee Anne Todd
	My commission expires on:  AY COMMISSION EXPIRES DEC.16, 2013	STATE OF TENNESSEE NOTARY
		COUNTY OF SHELD