

Prepared by:
Clayton T. Sweeney, Attorney
2700 Hwy. 280 E., Ste. 160
Birmingham, AL 35223

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LOAN NUMBER: 74016732

MODIFICATION AGREEMENT - MORTGAGE

THIS MODIFICATION AGREEMENT ("Agreement") is made this **23rd day of November, 2011**, between **Douglas G Wisham and Lynda N Wisham, Husband and Wife**, whose address is **711 Woodmere Creek Loop, Birmingham, Alabama 35226** ("Mortgagor"), and **Aliant Bank** whose address is **200 Aliant Parkway, PO BOX 1237, Alexander City, Alabama 35011-1237** ("Lender").

Aliant Bank and Mortgagor entered into a Mortgage dated **April 7, 2011** and recorded on **April 25, 2011**, in Book **20110425000**, Page **125910**, records of **County of Shelby, State of Alabama** ("Mortgage"). The Mortgage covers the following described real property:

Address: **441 Stonegate Drive, Birmingham, Alabama 35242** **Parcel ID#: 04-4-19-0-000-002.017**

Legal Description: **Lot 55, according to the Map and Survey of Stonegate Realty, Phase Three, as recorded in Map Book 33, Page 122, in the Probate Office of Shelby County, Alabama.**

It is the express intent of the Mortgagor and Lender to modify the terms and provisions set forth in the Mortgage. Mortgagor and Lender hereby agree to modify the Mortgage as follows:

- **Modify to increase loan amount by \$80,000 making new loan amount to be \$290,000..**

Mortgagor and Lender agree that the Mortgage including such changes, modifications, and amendments as set forth herein, shall remain in full force and effect with respect to each and every term and condition thereof and nothing herein contained shall in any manner affect the lien of the Mortgage on the Property. Nothing contained herein shall in any way impair the Mortgage or the security now held for the indebtedness thereunder, or alter, waive, annul, vary, or affect any provision, term, condition, or covenant therein, except as herein provided, nor affect or impair any rights, powers, privileges, duties, or remedies under the Mortgage it being the intent of Mortgagor and Lender that the terms and provisions thereof shall continue in full force and effect, except as specifically modified herein. Nothing in this Agreement shall constitute a satisfaction of the promissory note or notes, or other credit agreement or agreements secured by the Mortgage.

Lender's consent to this Agreement does not waive Lender's right to require strict performance of the Mortgage modified above, nor obligate Lender to make any future modifications. Any guarantor or cosigner shall not be released by virtue of this Agreement.

If any Mortgagor who signed the original Mortgage does not sign this Agreement, then all Mortgagors signing below acknowledge that this Agreement is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Agreement 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.

D.G.W. Initials **LNW**

CLAYTON T. SWEENEY, ATTORNEY AT LAW



20111207000368930 2/4 \$141.00
Shelby Cnty Judge of Probate, AL
12/07/2011 10:26:38 AM FILED/CERT

This Agreement shall be binding upon the heirs, successors, and assigns with respect to parties hereto. Whenever used, the singular shall include the plural, the plural, the singular, and the use of any gender shall be applicable to all genders.

ORAL AGREEMENTS DISCLAIMER. This Agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

By signing below, Mortgagor and Lender acknowledge that they have read all the provisions contained in this Agreement, and that they accept and agree to its terms.

Douglas G Wisham 11/23/11 Lynda N Wisham 11/23/11
Douglas G Wisham Date Lynda N Wisham Date

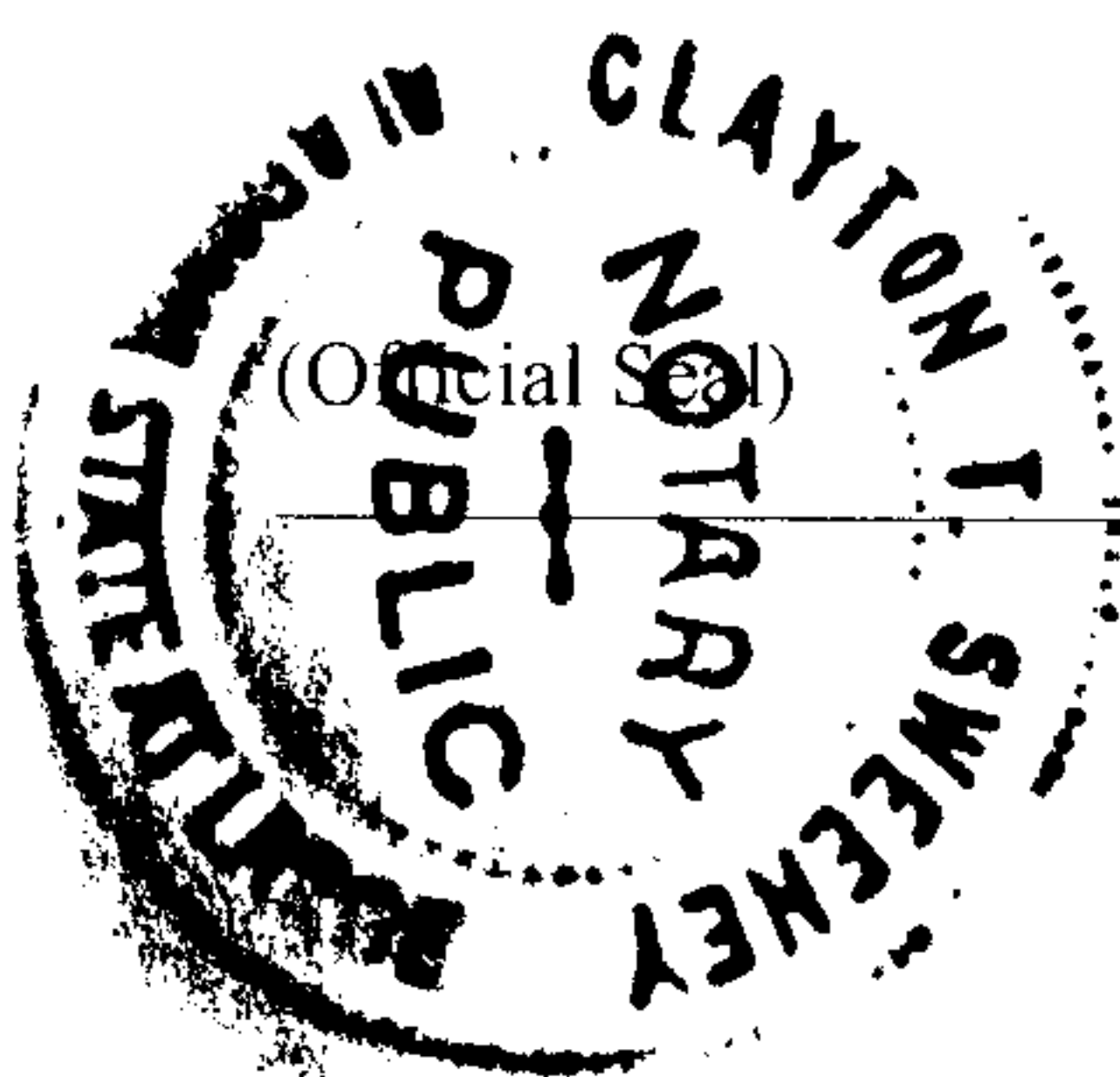
INDIVIDUAL ACKNOWLEDGMENT

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, Clayton T. Sweeney Notary Public, do hereby certify that Douglas G Wisham, whose name is signed to the foregoing and who is known to me, acknowledged before me on this day that, being informed of the contents of the Security Instrument, he/she executed the same, voluntarily, on the day the same bears date. Given under my hand this 23rd day of November, 2011.

My commission expires: 6/5/2015

Clayton T. Sweeney
Notary Public
Identification Number _____



D.G.W. Initials LNW

20111207000368930 3/4 \$141.00
Shelby Cnty Judge of Probate, AL
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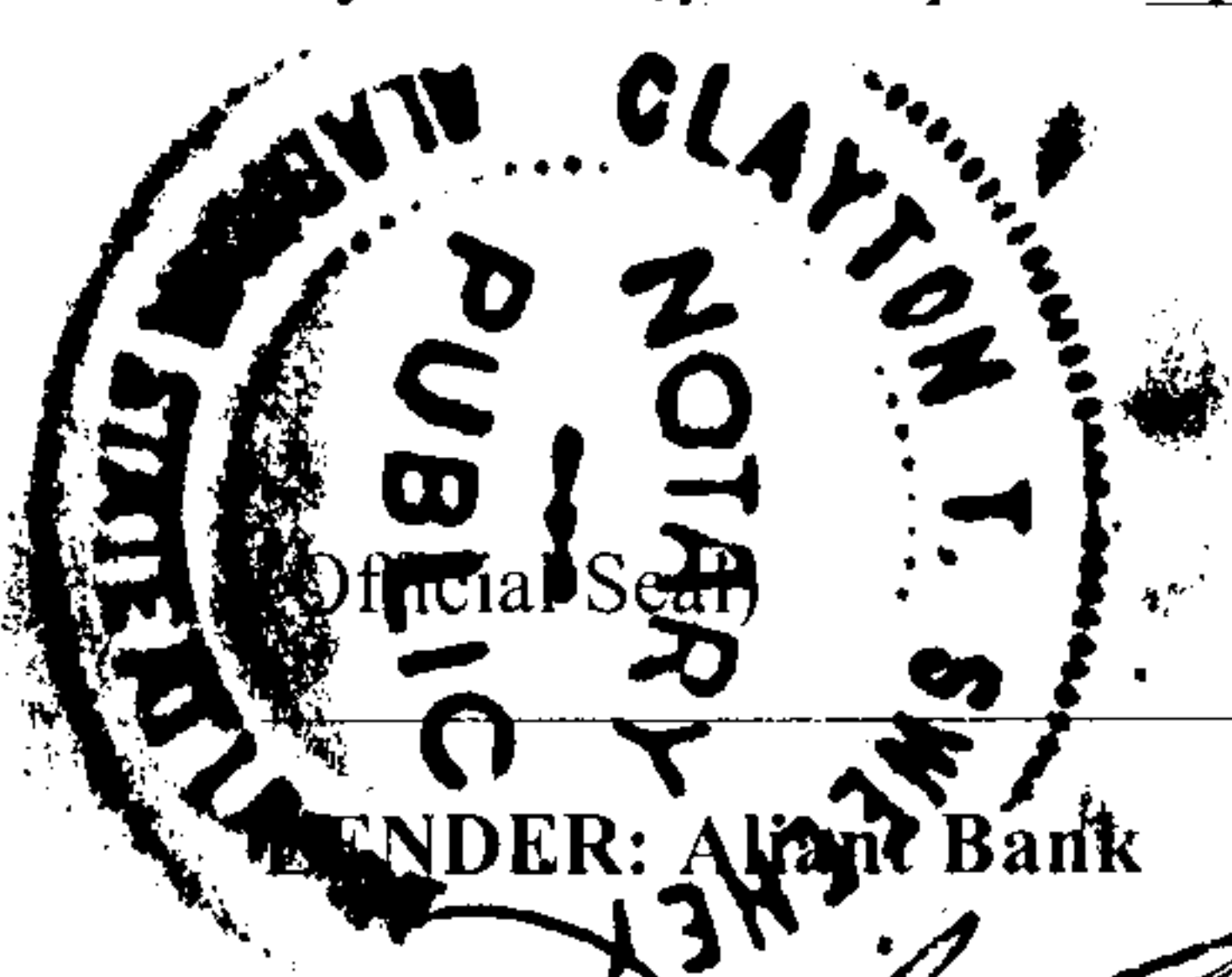
INDIVIDUAL ACKNOWLEDGMENT

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, Clayton T. Sweeney, a Notary Public hereby certify that Lynda N Wisham, whose name is signed to the foregoing and who is known to me, acknowledged before me on this day that, being informed of the contents of the Security Instrument, he/she executed the same, voluntarily, on the day the same bears date. Given under my hand this 23rd day of November, 2011.

My commission expires: 6/5/2015

Clayton T. Sweeney
Notary Public
Identification Number _____



Daryl Spears 11/23/11
By: Daryl Spears Date
Its: Vice President

D.G.W. Initials LNW

BUSINESS ACKNOWLEDGMENT

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

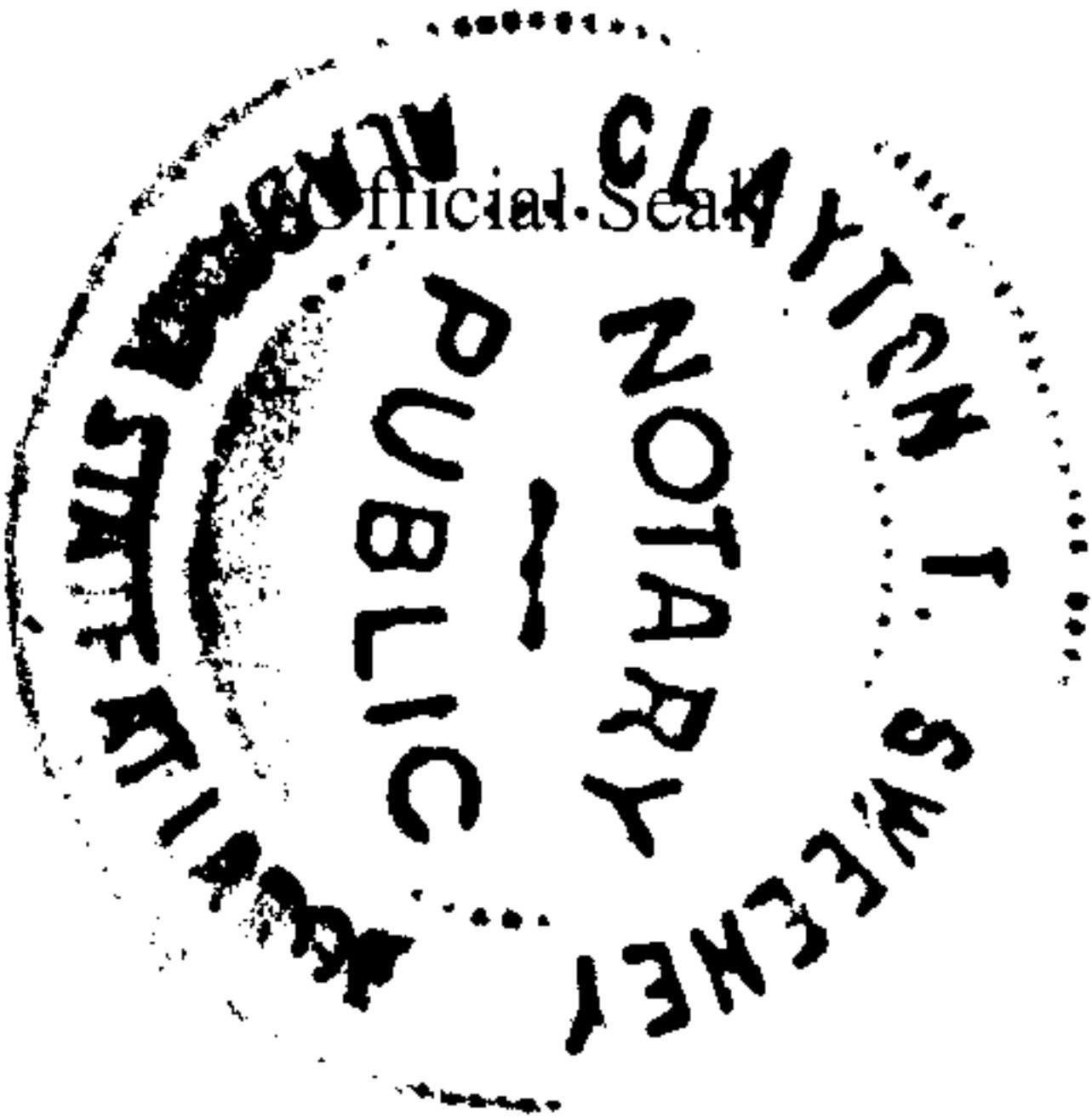
Clayton
I, **T. Sweeney**, **Notary Public** in and for said County and in said State, hereby certify that **Daryl Spears**, **Vice President of Aliant Bank**, a(n) **Alabama Bank**, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he or she, in his or her official capacity and with full authority, executed the same voluntarily for and as the act of said **Bank**.

Given under my hand this the 23rd day of November, 2011.

My commission expires: 6-5-2015
residing at _____,

Notary Public

Identification Number _____



THIS INSTRUMENT PREPARED BY:
Aliant Bank
Deanna Easterwood
PO Box 1237
Alexander City, AL 35011

AFTER RECORDING RETURN TO:
Aliant Bank
Candice Morris
200 Aliant Parkway
Alexander City, AL 35011

D.E.W.

Initials

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