


RECORDING REQUESTED BY **PNC Bank, N.A., as successor by merger to RBC Bank (USA)**

WHEN RECORDED MAIL TO

PNC Consumer Lending
6750 Miller Rd. M.S. BR-YB58-01-B
Brecksville, OH 44141

Customer Name: **LARRY W DAUGHETY and PATRICIA S DAUGHETY**


20121107000428860 1/2 \$16.00
Shelby Cnty Judge of Probate, AL
11/07/2012 03:03:25 PM FILED/CERT

MODIFICATION OF AGREEMENT

(INDEX AS A MODIFICATION OF DEED OF TRUST/MORTGAGE)

THIS AGREEMENT made this **10/16/2012** by **PNC Bank, N.A., as successor by merger to RBC Bank (USA)** ("Lender") and **LARRY W DAUGHETY and PATRICIA S DAUGHETY**, ("Borrower") previously executed a revolving Credit Agreement ("Credit Agreement") dated **07/15/2009** with a credit limit in the amount of **\$120,000.00**. To secure the Borrower's obligations under the Credit Agreement, Borrower also executed a Deed of Trust of Mortgage ("Security Agreement") dated _____, for the use and benefit of Lender, which was recorded on **07/30/2009**, in Book _____ on Page _____, as Instrument no. **20090730000291660** of the Office of Records of **Shelby** county, state of **Alabama**.

For Good and valuable consideration, Lender and Borrower agree to modify and/or supplement the terms of the Credit Agreement and Security Agreement, including any subsequent amendments, modifications and/or extensions, as follows:

To change the Borrower's credit limit under the above reference Credit Agreement from **\$120,000.00** to **\$43,300.00**.

Lender and Borrower acknowledge and agree that the Security Agreement secures the payment of any and all amounts due or to become due under the Credit Agreement, as hereby modified.

By executing this Revision Agreement ("Agreement"), Lender in no way obligated to grant subsequent extensions of the maturity date or to renew, refinance, modify, amend, alter or change in any way the terms of the Credit Agreement or Security Agreement.

This Agreement shall not be construed as a waiver of any present or past due default or rights under the Credit Agreement, Security Agreement, or any other Documents, and Lender reserves all of its rights to pursue any and all available remedies under the Credit Agreement, Security Agreement or other Documents at law or in equity.

This Agreement is a revision of the Credit Agreement and Security Agreement only and not a notation. Except as specifically amended, modified and/or extended by this Agreement, all terms, conditions, and provisions of the Credit Agreement, and Security Agreement or any other documents executed in connection with them (collectively, the "Documents") shall remain in full force and effect and shall remain unaffected and unchanged except as amended hereby. All references to the Credit Agree or Security Agreement in any of the Documents refer to Credit Agreement or Security Agreement as amended, modified and/or extended by this Agreement.

Borrower agrees to pay cost and expenses, including, but not limited to, recording fees and title insurance premiums incurred by Lender in connection herewith.

Agreement is effective as of the date first written above.

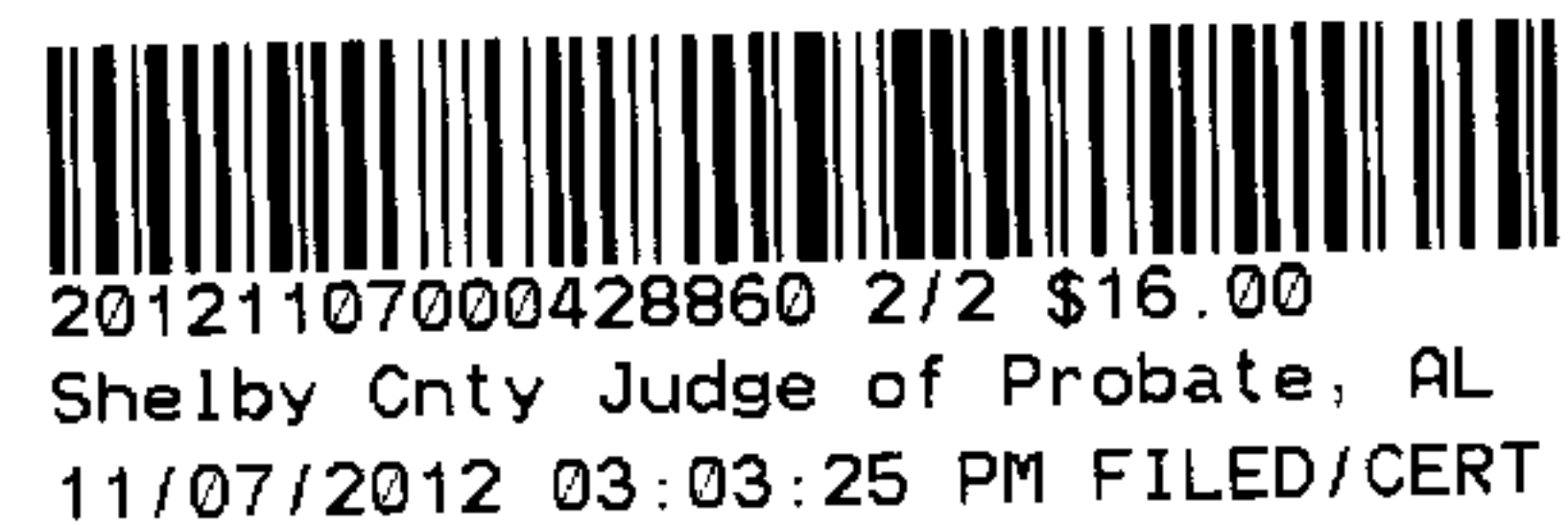
PNC Bank, N.A., as successor by merger to RBC Bank (USA)

BY: [Signature]
Name: **Kelly Clemenich**
Title: **Assistant Vice President**

[Signature]
LARRY W DAUGHETY
[Signature]
PATRICIA S DAUGHETY

WITNESS:
[Signature]
Print Name: **Laura Bagosy**

WITNESS:
[Signature]
Print Name: **Don Clevenger**



STATE OF Alabama
COUNTY OF: Shelby

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On **OCT 31 2012** before me B. Christopher Battles the undersigned, a Notary Public in and for said state personally appeared, **LARRY W DAUGHETY and PATRICIA S DAUGHETY**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instruments and acknowledge to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.
[Signature]
Notary Public in and for said County and State

B. CHRISTOPHER BATTLES
Notary Public, State of Alabama
Alabama State At Large
My Commission Expires
February 25, 2013

~~KELLY B. FURGERSON
Notary Public, State of Alabama
Alabama State At Large
My Commission Expires
October 20, 2014~~

State of Ohio
County of Cuyahoga

) SS
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On October 16th 2012, before me, Theresa A Corder, the undersigned, a Notary Public in and for said state personally appeared, **Kelly Clemenich, Assistant Vice President** of PNC BANK, Authorized Signer, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledge to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instruments."

WITNESS my hand and official seal.
[Signature]
Notary Public in and for said County and State

NOTARY STAMP OR SEAL

