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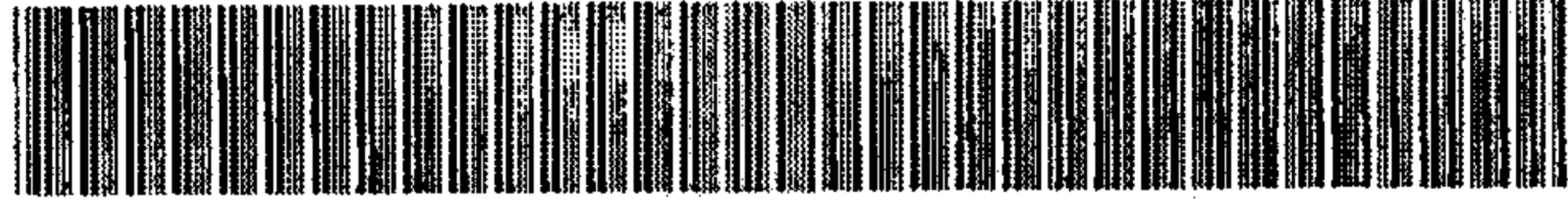
WHEN RECORDED MAIL TO:

ServisFirst Bank
850 Shades Creek Parkway
Birmingham, AL 35209

20121206000467730 1/2 \$56.25
Shelby Cnty Judge of Probate, AL
12/06/2012 03:47:29 PM FILED/CERT

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE



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THIS MODIFICATION OF MORTGAGE dated November 16, 2012, is made and executed between TIMOTHY J. MUNGER, LINDA A. MUNGER, Husband and Wife; KRYSTIN AMANDA ANN SEALES Married and BRITTANY MUNGER GOLDEN Married; (referred to below as "Grantor") and ServisFirst Bank, whose address is 850 SHADES CREEK PKWY, SUITE 200, BIRMINGHAM, AL 35209 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated January 31, 2008 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED MARCH 4, 2008 IN INSTRUMENT #20080304000087780, PAGE 1-7; MODIFICATION OF MORTGAGE DATED SEPTEMBER 16, 2010, RECORDED OCTOBER 20, 2010 IN INSTRUMENT #20101020000351170, PAGE 1-3 IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

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

LOT 6, ACCORDING TO THE AMENDED MAP OF HILL TOP ESTATES, AS RECORDED IN MAP BOOK 18, PAGE 22, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

The Real Property or its address is commonly known as 657 BROTHERS AVENUE, WILSONVILLE, AL 35186.

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

The Mortgage secures the note or credit agreement dated January 31, 2008 from Timothy J. Munger and Linda A. Munger ("Borrower") to Lender (the "Note"), which is being modified by the Change in Terms Agreement between Borrower and Lender dated the same date as this Modification (the "Change in Terms Agreement"). The Mortgage, as modified hereby, shall secure the Note as modified by the Change in Terms Agreement and any and all previous and future renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Note.

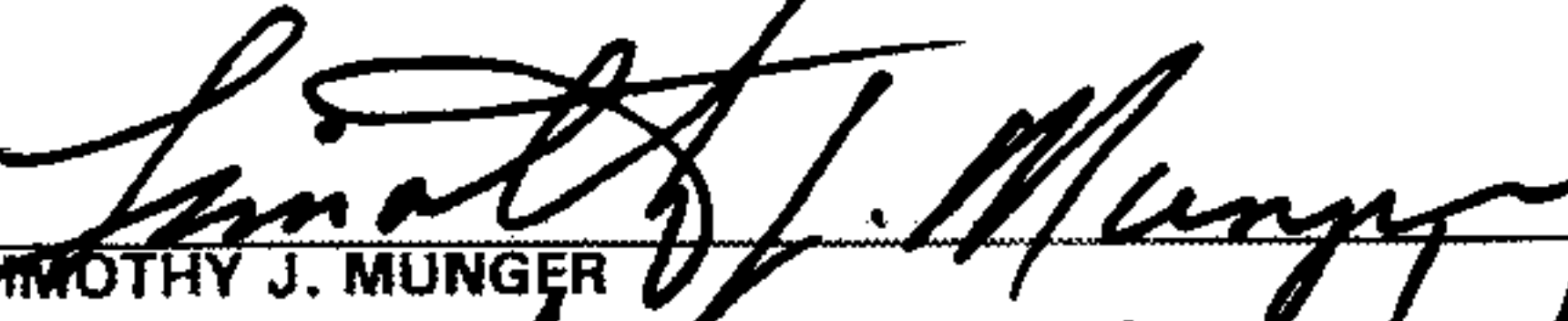
The principal amount available under the Note, which originally was \$18,400.00 and which was increased on September 16, 2010 to \$54,609.72 (on which any required taxes already have been paid), now is increased by an additional \$25,439.88, as evidenced by the Change in Terms Agreement.

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 NOVEMBER 16, 2012.

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  (Seal)
TIMOTHY J. MUNGER


X  (Seal)
LINDA A. MUNGER

X  (Seal)
KRYSTIN AMANDA ANN SEALES

X  (Seal)
BRITTANY MUNGER GOLDEN

LENDER:

SERVISFIRST BANK

X  (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: Jackie Benton
Address: 850 SHADES CREEK PKWY
City, State, ZIP: BIRMINGHAM, AL 35209

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama)
COUNTY OF Shelby) SS

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that TIMOTHY J. MUNGER; LINDA A. MUNGER; KRYSTIN AMANDA ANN SEALES; and BRITTANY MUNGER GOLDEN, Husband and Wife, 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 16th day of November, 2012.
NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Feb 22, 2014
BONDED THRU NOTARY PUBLIC UNDERWRITERS

My commission expires _____

LENDER ACKNOWLEDGMENT

STATE OF Alabama)
COUNTY OF Shelby) SS

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Clark Zinsmeister whose name as Vice President of ServisFirst Bank 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 _____ of ServisFirst Bank, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 16th day of November, 2012.

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Feb 22, 2014
BONDED THRU NOTARY PUBLIC UNDERWRITERS

My commission expires _____



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