

20130528000215950 1/7 \$405.90
Shelby Cnty Judge of Probate, AL
05/28/2013 10:24:22 AM FILED/CERT

Parcel I.D. No. 27-2-10-0-000-009-000

After Recording Return To:
BR-YB58-01-6 Lending Services
PNC Bank, National Association
PO Box 5570
Cleveland, OH 44101-8887

This document was prepared by Stephen Abel

_____[Space Above This Line For Recording Data]_____

MODIFICATION TO OPEN-END DEED OF TRUST/MORTGAGE

()

21836

This Modification to Open-End Deed of Trust/Mortgage (this "Modification") is made as of **May 03, 2013**, between ***DONNIE NORRIS** (individually and collectively, the "Owner") with an address of **3235 HIGHWAY 119 MONTEVALLO AL 35115** and PNC Bank, National Association [successor in interest to(**National Bank of Commerce of Birmingham, a national banking association**)], with an address of 6750 Miller Road, Brecksville OH 44141 for itself, its successors and/or assigns, (the "Lender"). In this Modification, the word "Borrower" means each person, individually and jointly, who entered into the Home Equity Line of Credit Agreement (as hereinafter defined). The Open-End Deed of Trust/Mortgage is referred to as the "Security Instrument". All capitalized terms not defined in this Modification Agreement shall have the same meaning as given in the Security Instrument.

single


20130528000215950 2/7 \$405.90
Shelby Cnty Judge of Probate, AL
05/28/2013 10:24:22 AM FILED/CERT

A. Borrower has entered into a Home Equity Line of Credit Agreement (the "Line of Credit Agreement"), dated **April 17, 2002** which established a line of credit (the "Credit Line"), and which is secured by a Security Instrument dated **April 17, 2002** and recorded on **May 7, 2002** for **\$250,000.00** as Instrument No. **20020507000211490** in Book n/a at Page n/a of the **SHELBY** County Land Records, covering real property located at **3235 HIGHWAY 119 MONTEVALLO AL 35115** (the "Property"), and described as follows:

SEE ATTACHED EXHIBIT "A"

B. Borrower has requested and Lender has agreed to modify certain terms of the Line of Credit Agreement and Security Instrument, subject to preconditions and terms as set forth in the Home Equity Line of Credit Modification Agreement dated the same date as this Modification.

NOW THEREFORE, in consideration of the mutual promises contained in this Modification, Owner and Lender agree as follows:

This Modification will not take effect to modify the Security Instrument unless the preconditions set forth in the Home Equity Line of Credit Modification Agreement have been satisfied.

MODIFICATION OF SECURITY INSTRUMENT. As of **May 18, 2013** (the "Modification Effective Date"), the Security Instrument is modified as follows:

1. Maturity Date of Security Instrument. The date on which all amounts owing under the Security Instrument and Home Equity Line of Credit Modification Agreement are due is called the "Maturity Date". The Maturity Date is **November 15, 2025**, which may have been extended beyond the maturity date in the Security Instrument.

2. The new balance under the Home Equity Line of Credit Modification Agreement and which is secured by the Security Instrument is **\$250,577.16** (the "New Balance"). The New Balance includes all amounts owing as of the Modification Effective Date, and consists of the unpaid principal balance of the loans or credit advances made to Borrower under the Line of Credit Agreement, including any fixed rate advances, unpaid finance charges, and amounts paid to third parties for flood insurance premiums on the Property, unpaid taxes, including interest and penalties and/or court costs and attorneys' fees to enforce Lender's rights. As provided in the Home Equity Line of Credit Modification Agreement, part of the New Balance shall be deferred and shall be payable when the final payment is due. The interest rates and monthly payments in the Line of Credit Agreement have been modified as provided in the Home Equity Line of Credit Modification Agreement.

3. On the Maturity Date, the final payment will be an amount equal to (i) the unpaid balance of the New Balance, including the deferred balance, plus (ii) all accrued and unpaid interest on the New Balance, plus (iii) any other amounts owed under the Home Equity Line of Credit Modification Agreement and the Security Instrument.

4. A default under the Home Equity Line of Credit Modification Agreement will be a default under this Modification and Lender shall have all of its rights and remedies under the Security Instrument.

B. ADDITIONAL AGREEMENTS. Owner understands and agrees to the following:

1. All persons who signed the Security Instrument, or their authorized representative(s) have signed this Modification, unless: (i) an Owner or co-Owner is deceased; (ii) the Owner and co-Owner are divorced and the Property has been transferred to one spouse in the divorce decree, the spouse who no longer has an interest in the Property need not sign this Modification (although the non-signing spouse may be held liable for the obligations under the Line of Credit Agreement); or (iii) the Lender has waived this requirement in writing.

2. Any Owner who signs this Modification but did not sign the Line of Credit Agreement and Home Equity Line of Credit Modification Agreement is not personally obligated to pay the sums secured by the Security Instrument as modified by this Modification.

20130528000215950 3/7 \$405.90
Shelby Cnty Judge of Probate, AL
05/28/2013 10:24:22 AM FILED/CERT

3. As of the Modification Effective Date, Borrower understands that Lender will only allow the transfer and assumption of the Security Instrument and Home Equity Line of Credit Modification Agreement to a transferee of the Property as permitted under the Garn St Germain Act, 12 U.S.C. Section 1701j-3. A buyer or transferee of the Property will not be permitted, under any other circumstance, to assume the Security Instrument or any of the loan documents including the Home Equity Line of Credit Modification Agreement. Except as provided in this Section B(3), this Security Instrument may not be assigned to, or assumed by, a buyer or transferee of the Property.

4. This Modification will not be understood or construed as a satisfaction or release, in whole or in part, of the obligations in the Security Instrument, or to satisfy or release the Security Instrument, in whole or in part.

5. Except as expressly modified by this Modification, Owner will comply with and is bound by all covenants, agreements, and requirements of the Security Instrument.

6. The Security Instrument as modified by this Modification is a duly valid, binding agreement, enforceable in accordance with its terms and is hereby reaffirmed and remains in full force and effect.

7. Owner will execute and deliver such other documents as may be reasonably necessary to either: (i) put into effect the terms and conditions of this Modification or (ii) correct the terms and conditions of this Modification if an error is detected after the Modification Effective Date. Owner understands that a correct Modification or letter agreement containing the correction will be provided to Owner for Owner's signature. At Lender's option, this Modification will be void and of no legal effect upon notice of such error. If Owner elects not to sign any such corrected Modification or letter agreement, the terms of the original loan documents shall continue in full force and effect and the terms of the Line of Credit Agreement and Security Instrument will not be modified.

8. If any document, including the Security Instrument, related to this Modification is lost, misplaced, misstated, inaccurately reflects the true terms and conditions of the loan as modified, or is otherwise missing, Owner will comply with the Lender's request to acknowledge, initial and deliver to the Lender any documentation the Lender deems necessary (all such documents are the "Documents"). Borrower agrees to deliver the Documents within ten (10) days after Borrower receives the Lender's written request for such replacement.

20130528000215950 4/7 \$405.90
Shelby Cnty Judge of Probate, AL
05/28/2013 10:24:22 AM FILED/CERT

In Witness Whereof, the Owner(s) have executed this Modification to Open-End Deed of Trust/Mortgage.

Witness: [Signature]

Owner: [Signature]
DONNIE NORRIS

_____[Space Below This Line For Acknowledgment]_____

STATE OF Alabama) SS
COUNTY OF Shelby)

On (Month/Day/Year) May 7, 2013, personally appeared **DONNIE NORRIS**, who 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 acknowledged 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.

I certify under PENALTY OF PERJURY under the laws of the State of Alabama that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Signature [Signature] (Seal)
Notary Printed Name: Laurie Boston Sharp
My Commission Expires: 5-11-2013
County of Residence: Shelby



20130528000215950 5/7 \$405.90
 Shelby Cnty Judge of Probate, AL
 05/28/2013 10:24:22 AM FILED/CERT

In Witness Whereof, the Lender has executed this Modification to Deed of Trust/Mortgage.

PNC BANK, NATIONAL ASSOCIATION:

By: [Signature]
 [Destinee Toliver

Its: Authorized Signer

_____ [Space Below This Line For Acknowledgment] _____

STATE OF OHIO) ss:

COUNTY OF CUYAHOGA)

On this, the 13th day of May, 2013 before me, a Notary Public, the undersigned officer, personally appeared Destinee Toliver, who acknowledged himself/herself to be an authorized signer of PNC Bank, National Association and that he/she, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said bank as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public: George Tapocsi
 Printed Name: George Tapocsi
 My Commission Expires: October 24th, 2017
 County of Residence: Medina

Indiana: This instrument prepared by Stephen Abel.
 I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Stephen Abel




20130528000215950 6/7 \$405.90
Shelby Cnty Judge of Probate, AL
05/28/2013 10:24:22 AM FILED/CERT

EXHIBIT A

SITUATED IN THE COUNTY OF SHELBY AND STATE OF ALABAMA:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 22 SOUTH, RANGE 3 WEST, SHELBY COUNTY, ALABAMA; THENCE RUN IN A WESTERLY DIRECTION ALONG THE SOUTH LINE OF SAID QUARTER-QUARTER A DISTANCE OF 254.48 FEET; THENCE 34 DEGREES 51 MINUTES TO THE RIGHT AND RUN IN A NORTHWESTERLY DIRECTION A DISTANCE OF 1431.80 FEET TO ITS INTERSECTION WITH THE SOUTHEASTERLY RIGHT OF WAY LINE OF ALABAMA HIGHWAY NUMBER 119, SAID RIGHT OF WAY LINE BEING ON A CURVE HAVING A RADIUS OF 5752.40 FEET, BEING A 1 DEGREE CURVE; THENCE RUN IN A NORTHEASTERLY DIRECTION ALONG THE ARC OF SAID CURVE A DISTANCE OF 696.92 FEET TO THE END OF SAID CURVE; THENCE FROM THE TANGENT EXTENDED TO SAID CURVE TURN AN ANGLE TO THE LEFT OF 90 DEGREES 00 MINUTES AND RUN A DISTANCE OF 80.0 FEET TO A POINT ON THE NORTHWESTERLY RIGHT OF WAY LINE OF SAID ALABAMA HIGHWAY NUMBER 119, SAID POINT ALSO BEING THE POINT OF BEGINNING OF SAID CURVE EXTENDING IN A SOUTHWESTERLY DIRECTION, SAID CURVE BEING A 1 DEGREE CURVE HAVING A RADIUS OF 5672.40 FEET; THENCE RUN IN A SOUTHWESTERLY DIRECTION ALONG THE ARC OF SAID CURVE A DISTANCE OF 58.00 FEET TO THE POINT OF BEGINNING; FROM THE POINT OF BEGINNING THUS OBTAINED, CONTINUE ON LAST DESCRIBED COURSE ALONG THE ARC OF SAID CURVE A DISTANCE OF 276.98 FEET; THENCE FROM CHORD EXTENDED TO SAID CURVE TURN AN ANGLE OF 91 DEGREES 23 MINUTES 56 SECONDS TO THE RIGHT AND RUN IN A NORTHWESTERLY DIRECTION ALONG A LINE RADIAL TO SAID CURVE A DISTANCE OF 494.0 FEET; THENCE 88 DEGREES 36 MINUTES 04 SECONDS TO THE RIGHT AND RUN IN A NORTHEASTERLY DIRECTION A DISTANCE OF 252.84 FEET; THENCE TURN AN ANGLE TO THE RIGHT OF 88 DEGREES 36 MINUTES 04 SECONDS AND RUN IN A SOUTHEASTERLY DIRECTION ALONG THE LINE RADIAL TO SAID ABOVE MENTIONED CURVE A DISTANCE OF 494 FEET TO THE POINT OF BEGINNING! !n

EXHIBIT A
(continued)

BEING ALL OF THAT CERTAIN PROPERTY CONVEYED TO DONNIE NORRIS
FROM JOHN D. WINSLETT AND WIFE, LISA Y. WINSLETT BY DEED
DATED 09/13/1999 AND RECORDED 09/13/1999 IN INSTRUMENT
1999-38382, IN THE LAND RECORDS OF SHELBY COUNTY, ALABAMA.

PPN: 27-2-10-0-000-009-000
DONNIE NORRIS

3235 HIGHWAY 119, MONTEVALLO AL 35115



20130528000215950 7/7 \$405.90
Shelby Cnty Judge of Probate, AL
05/28/2013 10:24:22 AM FILED/CERT