

**RECORDATION REQUESTED BY:**

Compass Bank  
BHAM VALLEYDALE  
2641 VALLEYDALE ROAD  
BIRMINGHAM, AL 35242



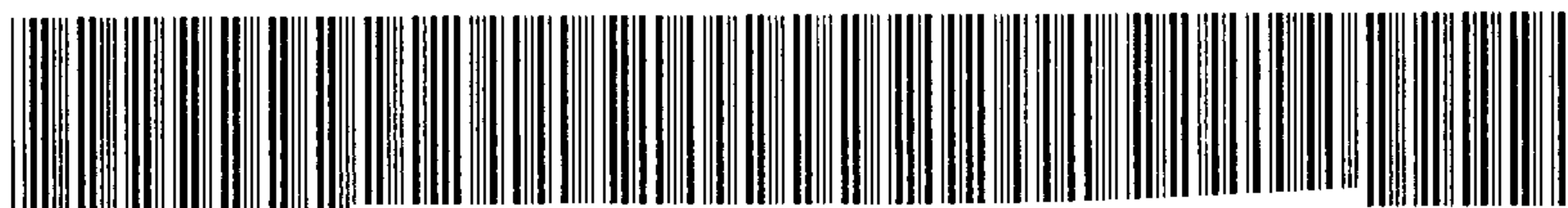
20140310C00065790 1/2 \$32.00  
Shelby Cnty Judge of Probate, AL  
03/10/2014 12:24:48 PM FILED/CERT

**WHEN RECORDED MAIL TO:**

RECORD & RETURN TO 23741  
CT LIEN SOLUTIONS  
P.O. BOX 29071  
Glendale, CA 91209-9071  
  
42333882-AL117-Shelby

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**MODIFICATION OF MORTGAGE**



**THIS MODIFICATION OF MORTGAGE** dated February 7, 2014, is made and executed between **DARYL R BLANKENSHIP AND DONNA L BLANKENSHIP, A MARRIED COUPLE WHOSE ADDRESS IS 1216 HWY 97 COLUMBIANA AL 35051** (referred to below as "Grantor") and **Compass Bank, whose address is 2641 VALLEYDALE ROAD, BIRMINGHAM, AL 35242** (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated January 22, 2013 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

**RECORDED 2/1/2013, INSTRUMENT/FILM NUMBER 20130201000044470, SHELBY COUNTY JUDGE OF PROBATE.**

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

SITUATED IN SHELBY COUNTY, ALABAMA, TO-WIT: A PARCEL OF LAND SITUATED IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 21 SOUTH, RANGE 1 WEST, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SOUTHWEST QUARTER OF SECTION 29, GO SOUTH 88 DEGREES 05 MINUTES WEST ALONG THE SOUTH BOUNDARY OF SAID QUARTER-QUARTER SECTION FOR 1,053.41 FEET TO THE SOUTHERLY BOUNDARY OF SHELBY COUNTY HIGHWAY NO. 97; THENCE NORTH 50 DEGREES 08 MINUTES EAST ALONG THE SAID BOUNDARY 101.42 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 56 DEGREES 22 MINUTES AND A RADIUS OF 159.84 FEET, AND BEING SUBTENDED BY A CORD BEARING NORTH 21 DEGREES 57 MINUTES EAST FOR 150.98 FEET; THENCE ALONG SAID CURVE FOR 157.24 FEET TO A POINT OF INTERSECTION OF THE SOUTHERLY BOUNDARY OF HIGHWAY 97 AND THE SOUTHERLY BOUNDARY OF SOUTHERN RAILWAY; THENCE NORTH 30 DEGREES 51 MINUTES EAST ALONG THE SOUTHERN BOUNDARY OF SOUTHERN RAILWAY FOR 153.16 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 37 DEGREES 06 MINUTES AND A RADIUS OF 1,496.09 FEET AND BEING SUBTENDED BY A CORD BEARING NORTH 57 DEGREES 24 MINUTES EAST 951.91 FEET; THENCE ALONG SAID CURVE FOR 968.56 FEET TO THE WEST BOUNDARY OF THE SOUTHEAST QUARTER OF SOUTHWEST QUARTER OF SECTION 29; THENCE SOUTH 1 DEGREE 28 MINUTES EAST ALONG SAID BOUNDARY FOR 802.34 FEET TO THE POINT OF BEGINNING. SITUATED IN SHELBY COUNTY, ALABAMA. SUBJECT TO ALL EASEMENTS, COVENANTS, CONDITIONS, RESERVATIONS, LEASES AND RESTRICTIONS OF RECORD, ALL LEGAL HIGHWAYS, ALL RIGHTS OF WAY, ALL ZONING, BUILDING AND OTHER LAWS, ORDINANCES AND REGULATIONS, ALL RIGHTS OF TENANTS IN POSSESSION, AND ALL REAL ESTATE TAXES AND ASSESSMENTS NOT YET DUE AND PAYABLE. BEING THE SAME PROPERTY CONVEYED BY DEED RECORDED IN VOLUME 201209120003469, PAGE 30, OF THE SHELBY COUNTY, ALABAMA RECORDS.

The Real Property or its address is commonly known as 1216 HWY 97, COLUMBIANA, AL 35051-5510.

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

The original Mortgage, Deed of Trust, or Security Deed referenced above secures a home equity revolving line of credit. The \$20,000.00 principal amount of the line of credit secured by the original Mortgage, Deed of Trust or Security Deed is changed to \$30,000.00 and this change in the principal amount is evidenced by a Credit Agreement executed by some or all of the Grantors and dated the same date as this Modification. The Credit Agreement executed with this Modification and this Modification do not change the maturity date of the original Mortgage, Deed of Trust, or Security Deed.

**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 endorser 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.

**ERRORS AND OMISSIONS.** The parties agree agrees that if deemed necessary by Lender or any agent closing the loan, change in terms, or renewal in conjunction with this Modification ("the Loan"), Lender or the agent may correct and adjust this document and any other documents executed in connection with the Loan ("Related Documents") on behalf of any other party, as if such other party were making the correction or adjustment, in order to correct clerical errors. A clerical error is information in a document that is missing or that does not reflect accurately another party's agreement with Lender at the time the document was executed. If any such clerical errors are material changes, the other party agrees to fully cooperate in correcting such errors within 30 days of the date of mailing by Lender of a request to do that. Any change in the documents after they are signed to reflect a change in the agreement of the parties is an "alteration" or "amendment," which must be in writing and signed by the party that will be bound by the change.

**JURISDICTION.** Except as otherwise provided, any legal action or proceeding arising out of or relating to the loan or other extension of credit secured by this instrument, or to enforce and defend any rights, remedies, or provisions contained in this instrument, (a "Proceeding") shall be instituted in the federal court for or the state court sitting in the county where Lender's office that made this loan is located. With respect to any Proceeding, brought by or against Lender, each of the other parties hereto, to the fullest extent permitted by law: (i) waives any objections that each such party may now or hereafter have based on venue and/or forum non conveniens of any Proceeding in such court; and (ii) irrevocably submits to the jurisdiction of any such court in any Proceeding. Notwithstanding anything to the contrary herein, Lender may commence legal proceedings or otherwise proceed against any other party in any other jurisdiction if determined by Lender to be necessary in order to fully enforce or exercise any right or remedy of Lender relating to this loan including without limitation realization upon collateral that secures this loan.

**DEFINED TERMS.** Unless otherwise defined in this Modification, all undefined terms shall have the meanings given to them in the Deed of Trust or the Mortgage described above or related loan documents.



MODIFICATION OF MORTGAGE  
(Continued)

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GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED FEBRUARY 7, 2014.

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 DARYL R BLANKENSHIP (Seal)

X DONNA BLANKENSHIP (Seal)

LENDER:

COMPASS BANK

Frances Patton King (Seal)  
Authorized Signer

Stacy Dalton

This Modification of Mortgage prepared by:

Name: ALTOVISE SIMS, Document Preparer  
Address: P.O. Box 10343  
City, State, ZIP: Birmingham, AL 35203

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama )  
 ) SS  
COUNTY OF Shelby )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **DARYL R BLANKENSHIP and DONNA BLANKENSHIP**, 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 07th day of February, 20 14.

Frances Patton King  
Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Mar 20, 2016  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

My commission expires

LENDER ACKNOWLEDGMENT

STATE OF Alabama )  
 ) SS  
COUNTY OF Shelby )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Stacy Dalton whose name as Branch Retail Executive of Compass 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 employee of Compass Bank, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 07th day of February, 20 14.

Frances Patton King  
Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Mar 20, 2016  
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