2008030756 00037
FORSYTH CO, NC FEE $29.00
PRESENTED & RECORDED:
06-13-2008 10:07 AM
KAREN GORDON
REGISTER OF DEEDS
BY: E NAVARRO
DPTY
BK: RE 2838
PG: 1759-1764

ENVELOPE

MODIFICATION OF DEED OF TRUST

WHEN RECORDED MAIL TO:

S T P N Otis, Kenneth C

Record and Return To:
Fiserv Lending Solutions
P.O. BOX 2590
Chicago, IL 60690

This Modification of Deed of Trust prepared by:
X _____
~~Diana Base~~ / 20081281256020 / FLS / QCPR
Betty Glodoski
SUNTRUST

$TI+0002008128125602O+DOTM

THIS MODIFICATION OF DEED OF TRUST dated May 20, 2008, is made and executed between KENNETH CORMAN OTIS III, whose address is 2237 ELIZABETH AVENUE, WINSTON SALEM, NC 271033620, AND; KELLY MOTYCKA OTIS, whose address is 2237 ELIZABETH AVENUE, WINSTON SALEM, NC 271033620, HIS WIFE. ("Grantor") and SunTrust Bank, whose address is CLSC - North Carolina, 111 Corcoran Street, Durham, NC 27001 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated June 16, 2006 (the "Deed of Trust") which has been recorded in FORSYTH County, State of North Carolina, as follows:

07-12-2006 in OR/Deed Book 2677 at Page 574, in the amount of $30,000.00 in the Clerk's Office of (County/City of) FORSYTH and State of NC.

The maximum aggregate amount of principal to be secured at any one time is increased:

From: THIRTY THOUSAND DOLLARS AND 00/100
($30,000.00)

To: SIXTY FOUR THOUSAND FIVE HUNDRED DOLLARS AND 00/100
($64,500.00).

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property located in FORSYTH County, State of North Carolina:

See the exhibit or other description document which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 2237 ELIZABETH AVE, WINSTON SALEM, NC 271033620.

MODIFICATION. Lender and Grantor hereby modify the Deed of Trust as follows:

("XX" Represents applicable modifications to above referenced mortgage)

MODIFICATION OF DEED OF TRUST
(Continued)

XX WHEREAS, Borrower has requested an increase in the amount of the credit line and Bank has agreed to increase the credit limit, on the terms and conditions set forth herein; and

XX The Bank hereby agrees to extend the time for payment of the Agreement and Security Instrument and Borrower agrees to pay same and any advances made pursuant to the Access 3 line of credit as set forth in the Renewal Agreement, executed by Borrower on the date hereof, in the amount of the unpaid principal balance of the Agreement, plus accrued interest, costs, and expenses with a maturity date of **05-20-2038**. No new monies have been advanced unless the box below is checked.

XX In order to evidence an increase in the credit line as contained in the Agreement, as contemplated hereby, the Renewal Agreement and the Security Instrument are hereby amended to provide for an increase in the credit limit in the amount of
$34,500.00.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Deed of Trust shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Deed of Trust 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 Deed of Trust (the "Note"). It is the intention of Lender to retain as liable all parties to the Deed of Trust 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 Deed of Trust 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 hereby ratifies and affirms that Grantor's liability shall continue in full force and effect through and including the Note's now extended maturity date and that Grantor has no defenses, setoffs, or other claims against Lender arising out of this credit facility. If it is determined that any other person or entity other than Lender shall have a lien, encumbrance, or claim of any type which has a legal priority over any term of this Modification, the original terms of the Note and Mortgage shall be severable from this Modification and separately enforceable from the terms thereof as modified hereby in accordance with their original terms, and Lender shall maintain all legal or equitable priorities which were in existence before the date of execution of this Modification. It is understood by and is the intention of the parties hereto that any legal or equitable priorities of Lender over any party which were in existence before the date of execution of this Modification shall remain in effect after the execution of this Modification.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED MAY 20, 2008.

GRANTOR:

X _____
KENNETH CORMAN OTIS III

X _____
KELLY MOTYCKA OTIS

LENDER:

SUNTRUST BANK

SUNTRUST BANK CORPORATE SEAL GEORGIA

X _____, First Vice President
Authorized Officer

ROBIN K. MILLER

MODIFICATION OF DEED OF TRUST
(Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF North Carolina)
) **SS**
COUNTY OF Forsyth)

I, Lekisa L. Mason, a Notary Public for said County and State, certify that **KENNETH CORMAN OTIS III** personally came before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and Notarial Seal this the 20th **day of** May, **20** 08.

Lekisa L. Mason
Notary Public

My Commission Expires:

10-19-2008

(Affix Notarial Seal Here)

OFFICIAL SEAL
Notary Public, North Carolina
County of Davidson
LEKISA L. MASON
My Commission Expires October 19, 2008

INDIVIDUAL ACKNOWLEDGMENT

STATE OF North Carolina)
) **SS**
COUNTY OF Forsyth)

I, Lekisa L. Mason, a Notary Public for said County and State, certify that **KELLY MOTYCKA OTIS** personally came before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and Notarial Seal this the 20th **day of** May, **20** 08.

Lekisa L. Mason
Notary Public

My Commission Expires:

10-19-2008

(Affix Notarial Seal Here)

OFFICIAL SEAL
Notary Public, North Carolina
County of Davidson
LEKISA L. MASON
My Commission Expires October 19, 2008

MODIFICATION OF DEED OF TRUST
(Continued)

LENDER ACKNOWLEDGMENT

STATE OF North Carolina)
) **SS**
COUNTY OF Forsyth)

I, Paula S. Andrews, a Notary Public for said County and State, do hereby certify that Robin K. Miller personally came before me this day and acknowledged that he (or she) is First Vice President of **SunTrust Bank**, a corporation, and that he/she, as First Vice President being authorized to do so executed the foregoing on behalf of the corporation.

Witness my hand and Notarial Seal this the 20th **day of** May, **20** 08.

Paula S. Andrews
Notary Public

My Commission Expires:
June 8, 2008

(Affix Notarial Seal Here)

OFFICIAL SEAL
Notary Public, North Carolina
PAULA S. ANDREWS
County of Forsyth
My Commission Expires June 8, 2008

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$TI+00020081281256020+AFO

SUNTRUST

NAME AFFIDAVIT

STATE OF North Carolina

COUNTY/CITY OF Forsyth

BEFORE ME, the undersigned Notary Public, this day personally appeared KELLY MOTYCKA OTIS, who after being first duly sworn, declared that he/she is the one and the same person as: KELLY E MOTYCKA, in several of the documents in connection with his/her application for a loan on Real Property located at 2237 ELIZABETH AVE, WINSTON SALEM, NC 271033620.

DATED this 20 day of May, 2008.

KELLY MOTYCKA OTIS

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me, a Notary Public, in and for the County and State aforesaid, this 20th day of May, 2008.

My commission expires 10-19-2008

OFFICIAL SEAL
Notary Public, North Carolina
County of Davidson
LEKISA L. MASON
My Commission Expires October 19, 2008

NOTARY PUBLIC

I1346926

SCHEDULE A

ALL THAT REAL PROPERTY SITUATED IN THE COUNTY OF FORSYTH, STATE OF NORTH CAROLINA:

BEING THE SAME PROPERTY CONVEYED TO THE GRANTOR BY DEED RECORDED IN BOOK 2691, PAGE 1088 FORSYTH COUNTY REGISTRY, TO WHICH DEED REFERENCE IS HEREBY MADE FOR A MORE PARTICULAR DESCRIPTION OF THIS PROPERTY.

PROPERTY ADDRESS: 2237 ELIZABETH AVE

PARCEL ID: 1080 008