

WHEN RECORDED MAIL TO:

MERKL, JOHN T

Recard and Return To: Fisary Lending Solutions 600A N.JohnRodes Blyd MELBOURNE, DL 32934

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SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

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MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated March 7, 2007, is made and executed between JOHN T MERKL, whose address is 101 BRIDGE DR, BIRMINGHAM, AL 352422827; JENNY B MERKL, whose address is 101 BRIDGE DR, BIRMINGHAM, AL 352422827; husband and wife (referred to below as "Grantor") and Regions Bank, doing business as AmSouth Bank, whose address is 5420 Highway 280, Birmingham, AL 35242 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated April 24, 2003 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED IN SHELBY COUNTY AL ON 05-07-2003 IN INSTR# 20030507000283710.

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

See EXHIBIT A, 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 101 BRIDGE DR, BIRMINGHAM, AL 352420000.

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

The Credit Limit or maximum principal indebtedness secured by the Mortgage (excluding finance charges, any temporary overages, other charges and any amounts expended or advanced as provided in the Mortgage) is hereby increased from \$20,000.00 to \$35,000.00.

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 MARCH 7, 2007.

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:

JOHN T MERKL

LENDER:

REGIONS BANK, DOING BUSINESS AS AMSOUTH BANK

Authorized Signer

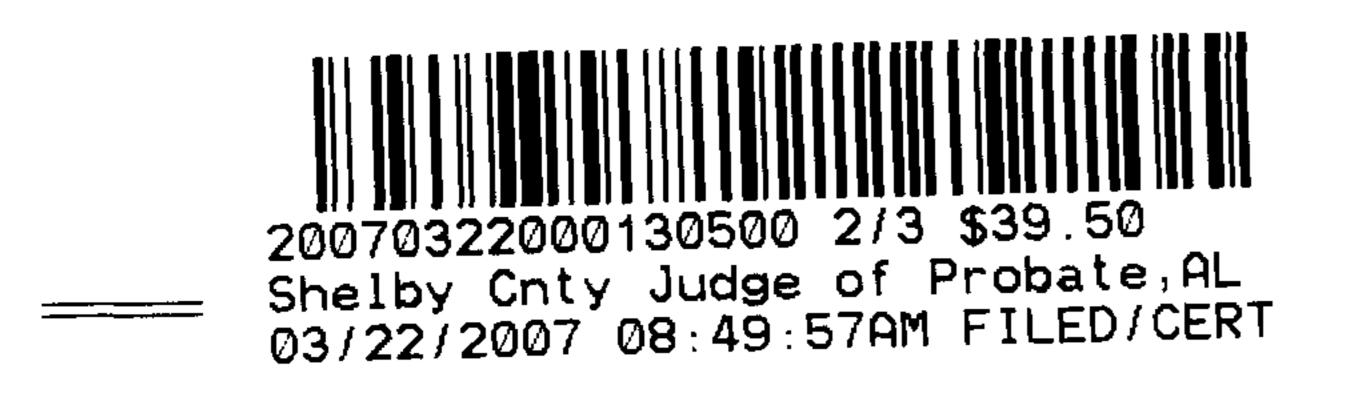
(Seal)

This Modification of Mortgage prepared by:

Name: Tracie Rainey Address: P.O. BOX 830721

City, State, ZIP: BIRMINGHAM, AL 35283

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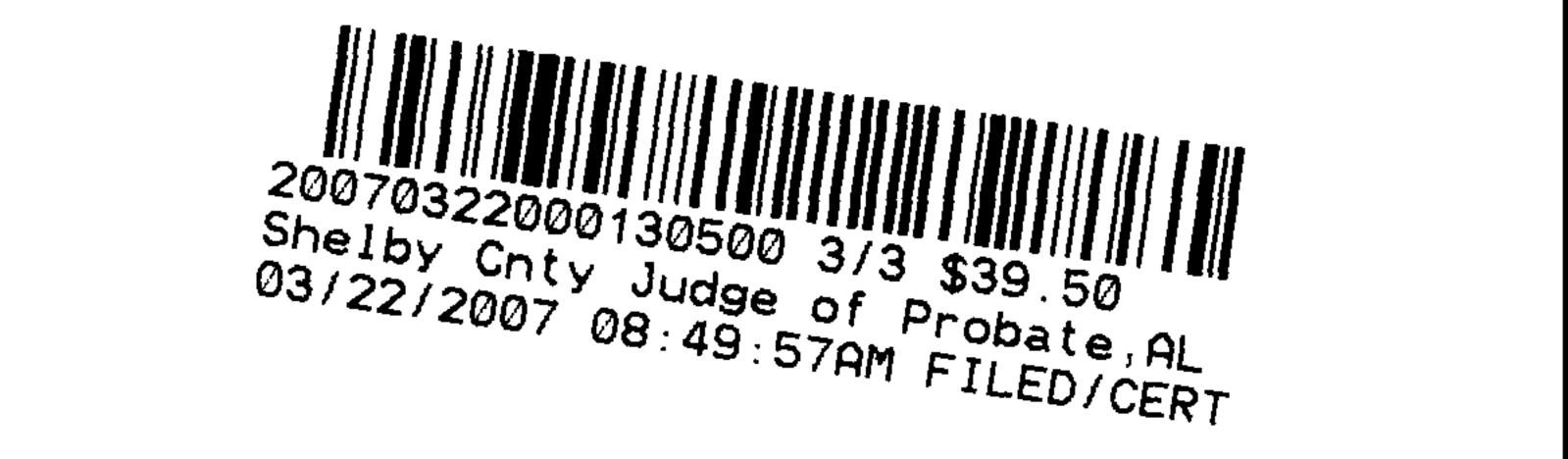
MODIFICATION OF MORTGAGE (Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama					
Oi_{-} ai_{-}) SS				
COUNTY OF Shelby					
I, the undersigned authority, a Notary Public in and husband and wife, whose names are signed to the being informed of the contents of said Modification,	foregoing instrument, and	d who are known to	me, acknowledged before		
Given under my hand and official seal this	day of	March	<u>, 20 () </u>		
		Wille	M. Dedrick		
MY COMMISSION E	EXPIRES OCTOBER 3, 2010		Notary Public	· — · · · · · · · · · · · · · · · · · ·	
My commission expires					
LENDER ACKNOWLEDGMENT					
STATE OF Alabama)				
) SS				
county of Shell)				
I, the undersigned authority, a Notary Public in and fo	or said county in said sta	ite, hereby certify tha	t Vice: Hadrice		
a alimanula da a di bafara ma an thia day that baing info		-	oing Modification and wh	•	
acknowledged before me on this day that, being info full authority, executed the same voluntarily for and			iviorigage, ne or sne, as s	uch officer and with	
Given under my hand and official seal this	day of	Mareir	, 20°7 .		
			1.12		
MY COMMISSION EXPIRES OCTOBER 14, 2009			Notary Public		
My commission expires					

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SCHEDULE A

THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN SHELBY COUNTY, ALABAMA, TO WIT:

LOT 1, ACCORDING TO THE SURVEY OF STONEBRIDGE, AS RECORDED IN MAP BOOK 20 PAGE 23, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

KNOWN: 101 BRIDGE DR

PARCEL: 09-3-06-0-005-001-000