



20080813000325130 1/3 \$34.00
Shelby Cnty Judge of Probate, AL
08/13/2008 08:38:23AM FILED/CERT



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

PENNINGTON, JAMES R

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



REGIONS

20081991420580

MODIFICATION OF MORTGAGE



DOC4800200000043271300002687580000000

THIS MODIFICATION OF MORTGAGE dated July 18, 2008, is made and executed between JAMES R PENNINGTON, whose address is 2995 BROOK HIGHLAND DR, BIRMINGHAM, AL 35242; JACQUELINE PENNINGTON AKA JACKIE PENNINGTON AKA JACQUELINE D PENNINGTON, whose address is 2995 BROOK HIGHLAND DR, BIRMINGHAM, AL 35242; husband and wife (referred to below as "Grantor") and Regions Bank, whose address is 200 Corporate Ridge North, Birmingham, AL 35242 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated January 25, 2007 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON 02/07/2007 IN SHELBY COUNTY, AL INSTRUMENT NUMBER 20070207000058280.

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 2995 BROOK HIGHLAND DR, BIRMINGHAM, AL 35242.

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 \$40,000 to \$50,000.

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 person 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 JULY 18, 2008.

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)
JAMES R PENNINGTON

(Seal)
JACQUELINE PENNINGTON

LENDER:

REGIONS BANK
x (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: LaShonda Nelson
Address: P.O. BOX 830721
City, State, ZIP: BIRMINGHAM, AL 35283


MODIFICATION OF MORTGAGE
(Continued)

Loan No: 004327130000268758

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama)
)
COUNTY OF Shelby) SS
)


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I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **JAMES R PENNINGTON** and **JACQUELINE PENNINGTON**, 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 18th day of July, 2008.
Stacy Barron Eads
Notary Public

My commission expires 9/19/09

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 Regions Bank a corporation, 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 said Modification of Mortgage, he or she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 18th day of July, 2008.
Stacy Barron Eads
Notary Public

My commission expires 9/19/09

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SCHEDULE A

THE FOLLOWING REAL PROPERTY SITUATE IN COUNTY OF SHELBY AND STATE OF ALABAMA, DESCRIBED AS FOLLOWS:

LOT 135, ACCORDING TO THE SURVEY OF BROOK HIGHLAND, 4TH SECTOR, AS RECORDED IN MAP BOOK 13, PAGE 12 "A & B", IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, MINERAL AND MINING RIGHTS EXCEPTED.

PARCEL ID: 03-9-30-0-002-122-000

PROPERTY ADDRESS: 2995 BROOK HIGHLAND DR