

20101122000391760 1/2 \$328.50  
Shelby Cnty Judge of Probate, AL  
11/22/2010 01:41:58 PM FILED/CERT

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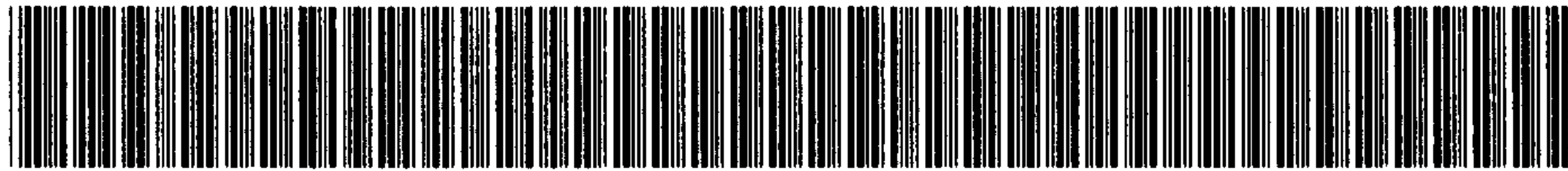
76772543

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



20102561609150

## MODIFICATION OF MORTGAGE



\*DOC4800201502#####122720000000\*

THIS MODIFICATION OF MORTGAGE dated November 2, 2010, is made and executed between HARRY E TOWNLEY III, whose address is 1053 ROYAL MILE, BIRMINGHAM, AL 352426061; unmarried (referred to below as "Grantor") and Regions Bank, whose address is P.O. Box 830721, Birmingham, AL 35283 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated September 30, 2009 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON 10/6/2009 IN THE JUDGE OF PROBATE FOR SHELBY COUNTY, AL IN INST# 20091006000378450.

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

THE FOLLOWING DESCRIBED REAL ESTATE, LYING AND BEING IN THE COUNTY OF SHELBY, STATE OF ALABAMA, TO-WIT: LOT 713, ACCORDING TO THE SURVEY OF GREYSTONE LEGACY, 7TH SECTOR, AS RECORDED IN MAP BOOK 30, PAGE 43 A, B AND C, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA. SUBJECT TO RESTRICTIONS, RESERVATIONS, EASEMENTS, COVENANTS, OIL, GAS OR MINERAL RIGHTS OF RECORD, IF ANY BEING THE SAME PREMISES CONVEYED TO HARRY E. TOWNLEY, III FROM DONALD E. HINKS, A MARRIED MAN BY JOINT SURVIVORSHIP DEED DATED 09/29/2009, AND RECORDED ON 10/06/2009, DOCUMENT # 20091006000378470, IN SHELBY COUNTY, AL.

The Real Property or its address is commonly known as 1053 ROYAL MILE, 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 \$50,000.00 to \$259,000.00.

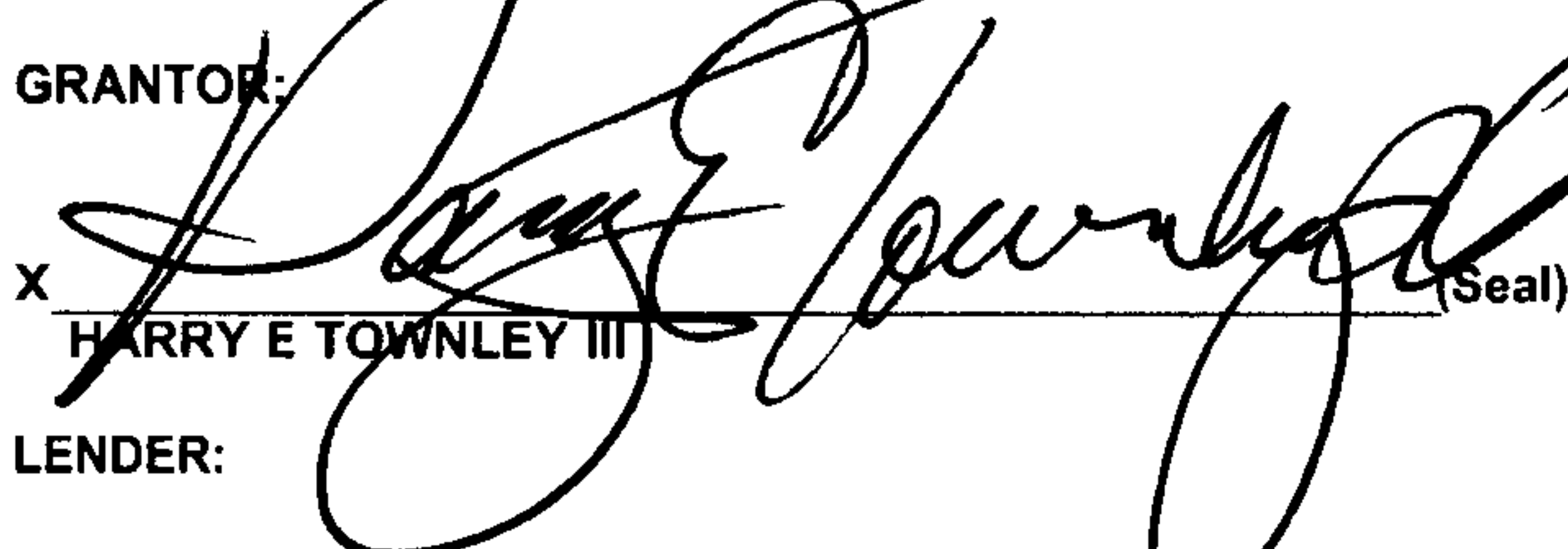
CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right 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 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. 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.

SUBORDINATION, PARTIAL RELEASE AND OTHER MODIFICATION REQUESTS. From time to time, Grantor or Borrower may request that we subordinate the lien of this Mortgage to another lien, release part of the Property from the lien of this Mortgage, or agree to some other modification of this Mortgage or the Credit Agreement or any Related Document. We are not obligated to agree to any such request. We may, in our sole discretion, impose conditions on our agreement to any such request. Such conditions may include, without limitation, imposing a fee or increasing the interest rate under the Credit Agreement, or both.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED NOVEMBER 2, 2010.

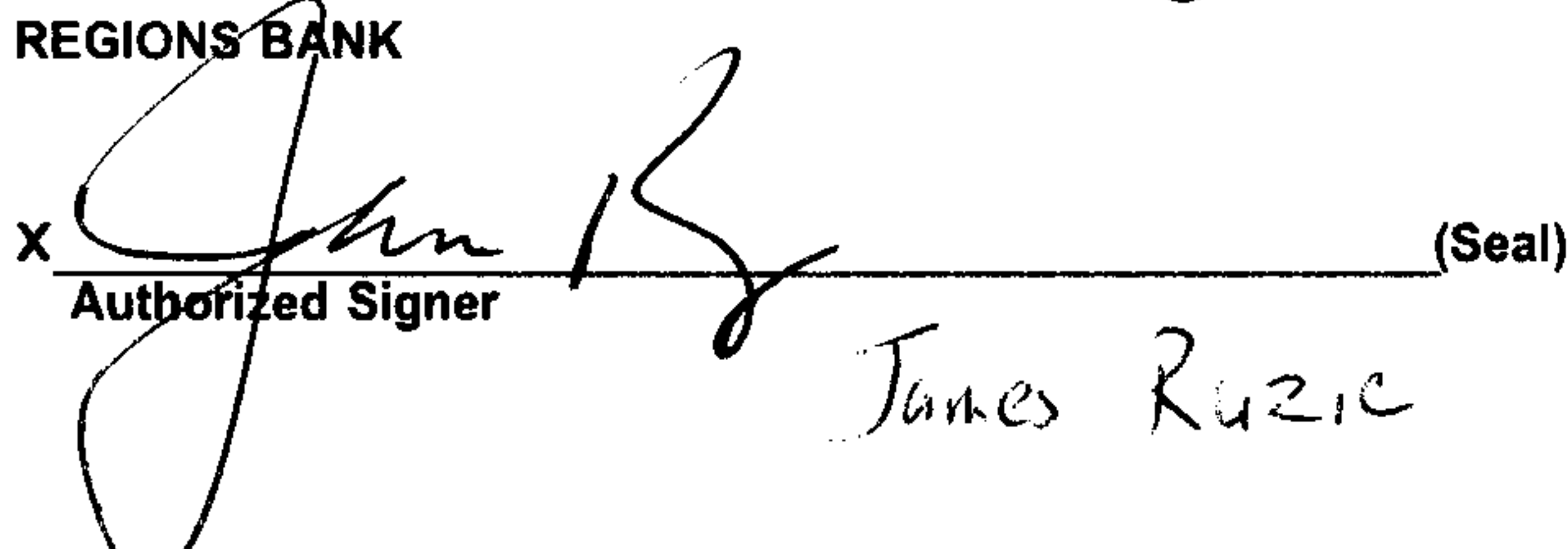
THIS MODIFICATION IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MODIFICATION IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

GRANTOR:

X  (Seal)  
HARRY E TOWNLEY III

LENDER:

REGIONS BANK

X  (Seal)  
Authorized Signer  
James Ruzic

2010110500443



MODIFICATION OF MORTGAGE  
(Continued)

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This Modification of Mortgage prepared by:

Name: Donna Heigl  
Address: P.O. BOX 830721  
City, State, ZIP: BIRMINGHAM, AL 35283

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama

)

COUNTY OF Jefferson

) SS

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I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **HARRY E TOWNLEY III**, unmarried, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Modification, he or she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this

2

day of

Nov.

20

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Lois C. Burgess

Notary Public

Lois C. Burgess

Notary Public State of Alabama At Large  
My Commission Expires May 11, 2012

LENDER ACKNOWLEDGMENT

STATE OF Alabama

)

COUNTY OF Jefferson

) SS

)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **James Ruzie**, whose name as **Vice President** of Regions 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 **Vice President** of Regions Bank, executed the same voluntarily on the day same bears date.

Given under my hand and official seal this

2

day of

Nov.

20

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Lois C. Burgess

Notary Public

Lois C. Burgess

Notary Public State of Alabama At Large  
My Commission Expires May 11, 2012



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