

20110428000128730 1/2 \$259.50
Shelby Cnty Judge of Probate, AL
04/28/2011 02:00:54 PM FILED/CERT

WHEN RECORDED MAIL TO:

Regions Bank
Collateral Management
P.O. Box 12926
Birmingham, AL 35202

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

770 94369
When Recorded Return To:
Indecomm Global Services
2925 Country Drive
St. Paul, MN 55117



MODIFICATION OF MORTGAGE



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Notice: The original principal amount available under the Note (as defined below), which was \$50,000.00 (on which any required taxes already have been paid), now is increased by an additional \$163,000.00.

THIS MODIFICATION OF MORTGAGE dated April 13, 2011, is made and executed between **ROBERT L VICK**, whose address is **1028 RIVERCHASE CV, HOOVER, AL 35244**; unmarried (referred to below as "Grantor") and **Regions Bank**, whose address is **3065 John Hawkins Parkway, Hoover, AL 35244** (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated May 20, 2009 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON 06-04-2009 IN THE OFFICE OF THE JUDGE OF PROBATE FOR SHELBY COUNTY, ALABAMA IN INSTRUMENT 20090604000213190.

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

THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE COUNTY OF SHELBY AND STATE OF ALABAMA, TO-WIT:

LOT 8, ACCORDING TO THE SURVEY OF RIVERCHASE COVE, AS RECORDED IN MAP BOOK 20, PAGE 109, 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 ROBERT L. VICK FROM DANIEL W. SWATEK AND KARLA KAY SWATEK, HUSBAND AND WIFE BY WARRANTY DEED DATED 08/22/2006, AND RECORDED ON 08/29/2006, DOCUMENT # 20060829000427010, IN SHELBY COUNTY, AL.

The Real Property or its address is commonly known as 1028 RIVERCHASE COVE, HOOVER, AL 35244.

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 \$213,000.00.

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.

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.

MODIFICATION OF MORTGAGE
(Continued)

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED APRIL 13, 2011.

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 Robert L. Vick (Seal)
ROBERT L VICK

LENDER:

REGIONS BANK

x Austin B. Suellet (Seal)
Authorized Signer
Austin B Suellet

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This Modification of Mortgage prepared by:

Name: Derrica Williams
Address: P.O. BOX 830721
City, State, ZIP: BIRMINGHAM, AL 35283

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Jefferson)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **ROBERT L VICK**, 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 13th day of April, 20 11.

David R. Homan
Notary Public
David R Homan

MY COMMISSION EXPIRES APRIL 3, 2012

My commission expires _____

LENDER ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Jefferson)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Austin B Suellet whose name as Branch Manager 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 Branch Manager of **Regions Bank**, executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 13th day of April, 20 11.

David R. Homan
Notary Public
David R Homan

MY COMMISSION EXPIRES APRIL 3, 2012

My commission expires _____



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