



20110922000281240 1/2 \$60.00  
Shelby Cnty Judge of Probate, AL  
09/22/2011 01:30:33 PM FILED/CERT

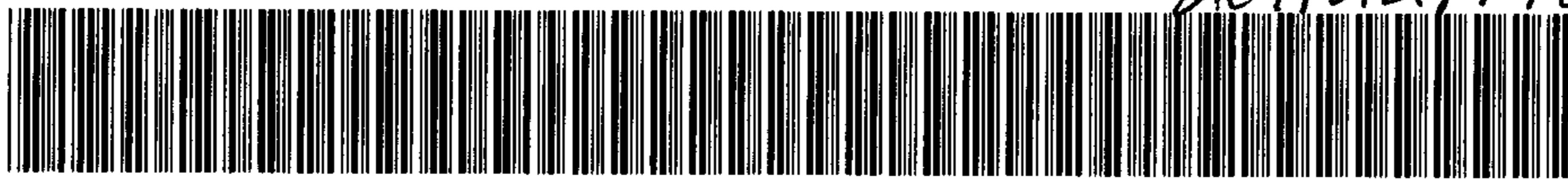
When Recorded Return To:  
Indecomm Global Services  
2925 Country Drive  
St. Paul, MN 55117  
77 299361

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



### 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 \$30,000.00.

**THIS MODIFICATION OF MORTGAGE** dated September 9, 2011, is made and executed between ANNETTE G CATERINICCHIA, whose address is 177 NARROWS PEAK CIR, BIRMINGHAM, AL 35242; FRANK D CATERINICCHIA, whose address is 177 NARROWS PEAK CIR, BIRMINGHAM, AL 35242; wife and husband (referred to below as "Grantor") and Regions 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 October 16, 2009 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

**RECORDED ON 10/29/2009 IN THE OFFICE OF THE JUDGE OF PROBATE IN SHELBY COUNTY ALABAMA DOCUMENT NUMBER 20091029000405460.**

**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 SHELBY COUNTY, ALABAMA, TO-WIT:

LOT 55, ACCORDING TO THE AMENDED FINAL RECORD PLAT OF NARROWS PEAK SECTOR, AS RECORDED IN MAP BOOK 31 PAGE 125 A & B, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

TOGETHER WITH THE NONEXCLUSIVE EASEMENT TO USE THE COMMON AREAS AS MORE PARTICULARLY DESCRIBED IN THE NARROWS RESIDENTIAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED AS INST. #2000-9755 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA (WHICH, TOGETHER WITH ALL AMENDMENTS THERETO, IS HERINAFTER COLLECTIVELY REFERRED TO AS THE "DECLARATION").

SUBJECT TO RESTRICTIONS, RESERVATIONS, EASEMENTS, COVENANTS, OIL, GAS OR MINERAL RIGHTS OF RECORD, IF ANY.

BEING THE SAME PREMISES CONVEYED TO ANNETTE G. CATERINICCHIA FROM THE NARROWS II, INC., AN ALABAMA CORPORATION BY STATUTORY WARRANTY DEED DATED 10/28/2004, AND RECORDED ON 11/02/2004, DOCUMENT # 20041102000602640, IN SHELBY COUNTY, AL.

The Real Property or its address is commonly known as 177 NARROWS PEAK CIR, 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 \$50000.00 to \$80000.00.**

**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 SEPTEMBER 9, 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:

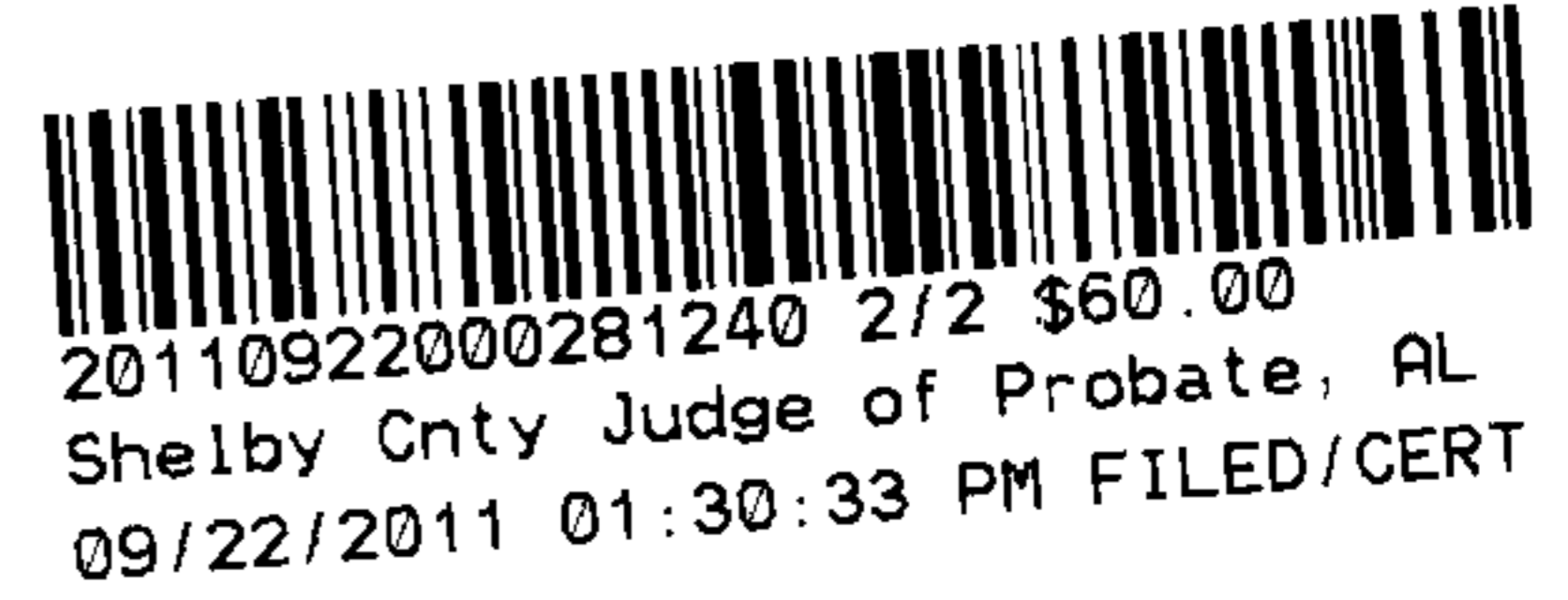
X Annette G. Caterinicchia (Seal)  
ANNETTE G CATERINICCHIA

X Frank D Caterinicchia (Seal)  
FRANK D CATERINICCHIA

LENDER:

REGIONS BANK

X Jeff Stevens (Seal)  
Authorized Signer



This Modification of Mortgage prepared by:

Name: Erica White  
Address: P.O. BOX 830721  
City, State, ZIP: BIRMINGHAM, AL 35283

INDIVIDUAL ACKNOWLEDGMENT

STATE OF AL )  
 ) SS  
COUNTY OF Shelby )

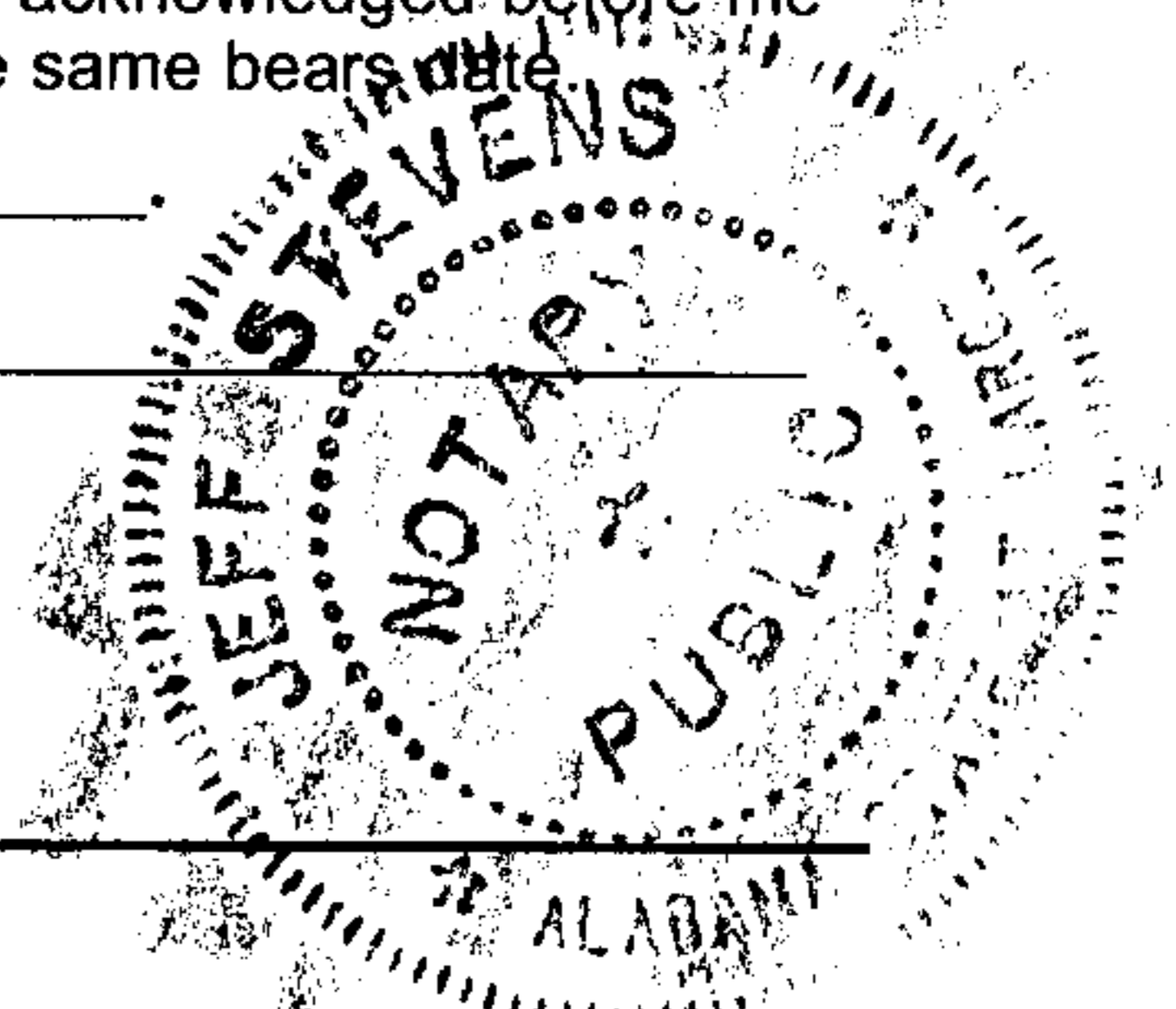
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that ANNETTE G CATERINICCHIA and FRANK D CATERINICCHIA, wife and husband, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed 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 9 day of September, 20 11.

Jeff Stevens  
Notary Public

MY COMMISSION EXPIRES JULY 20, 2013

My commission expires \_\_\_\_\_



LENDER ACKNOWLEDGMENT

STATE OF Alabama )  
 ) SS  
COUNTY OF Shelby )

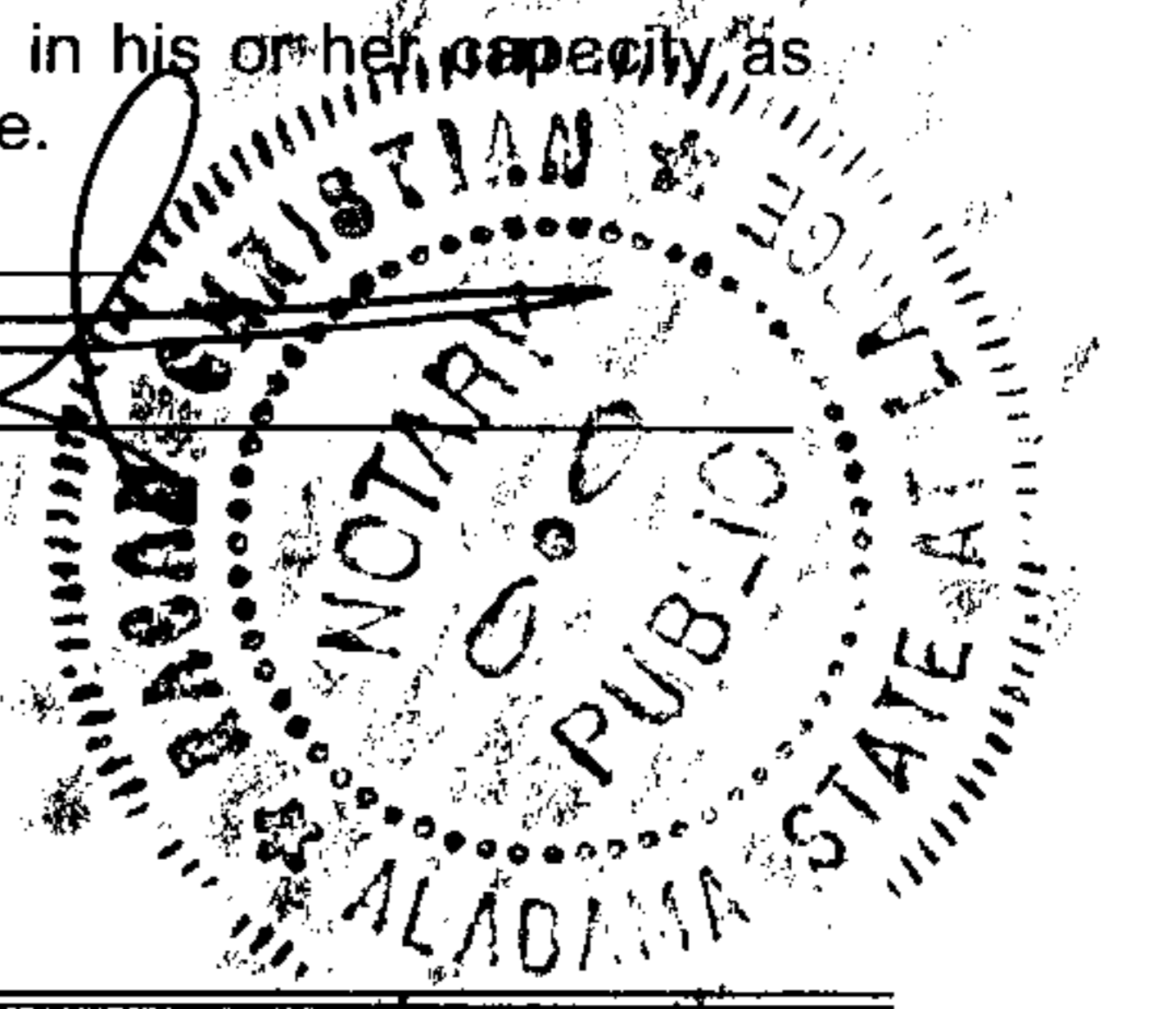
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Jeff Stevens whose name as authorized signer of Regions Bank is signed to the foregoing Modification and who is known to me, acknowledged before me on this day that, being informed of the contents of the Modification of Mortgage, he or she, in his or her capacity as such authorized signer of Regions Bank, executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 9 day of September, 20 11.

RAGAN CHRISTIAN  
Notary Public

MY COMMISSION EXPIRES JANUARY 15, 2012

My commission expires \_\_\_\_\_



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