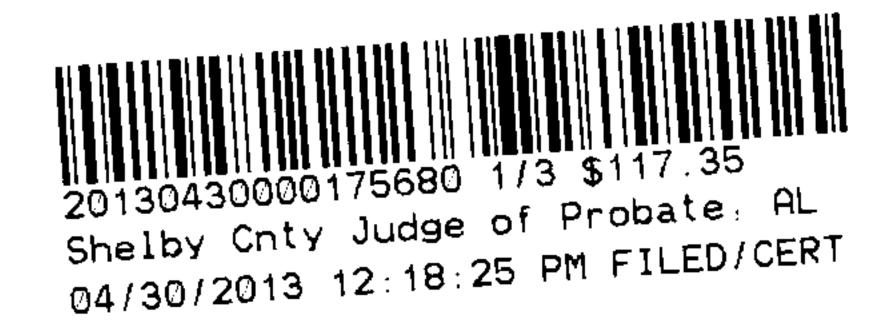
WHEN RECORDED MAIL TO:

Regions Bank Collateral Management 201 Milan Parkway Birmingham, AL 35211



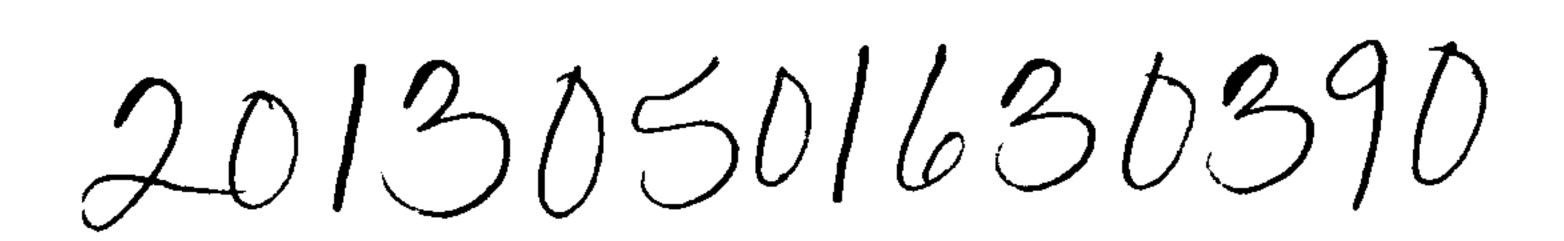
When Recorded Return To:

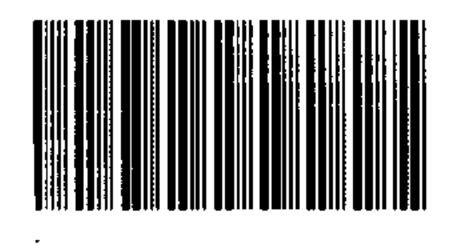
SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

Indecomm Global Services 2925 Country Drive St. Paul, MN 55117 78621869



MODIFICATION OF MORTGAGE





Notice: The original principal amount available under the Note (as defined below), which was \$35,100.00 (on which any required taxes already have been paid), now is increased by an additional \$64,900.00.

THIS MODIFICATION OF MORTGAGE dated April 5, 2013, is made and executed between THERESA B SPRAIN, whose address is 4930 WINDWOOD CIR, BIRMINGHAM, AL 35242; NATHANIEL N WINSLOW A/K/A NATHAN N WINSLOW A/K/A NATHAN WINSLOW, whose address is 121 BROOK HIGHLAND CV, BIRMINGHAM, AL 35242; both unmarried (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 February 17, 2011 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON MARCH 9, 2011 IN THE OFFICE OF THE JUDGE OF PROBATE FOR SHELBY COUNTY, ALABAMA IN INSTRUMENT #20110309000078700.

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

THE FOLLOWING DESCRIBED REAL ESTATE (THE "PROPERTY"), SITUATED IN SHELBY COUNTY, ALABAMA, TO WIT:

LOT 53, ACCORDING TO THE SURVEY OF THE VILLAGE AT BROOK HIGHLAND, AS RECORDED IN MAP BOOK 24, PAGE 93 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 THERESA B. SPRAIN AND NATHAN WINSLOW, AS JOINT TENANTS WITH RIGHT OF
SURVIVORSHIP FROM KATHRYN C. HARPER, A SINGLE WOMAN BY WARRANTY DEED DATED 11/23/2010, AND RECORDED ON
12/7/2010, DOCUMENT # 20101207000408910, IN SHELBY COUNTY, AL.

The Real Property or its address is commonly known as 121 BROOK HIGHLAND CV, 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 \$35,100 to \$100,000.

continuing 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.

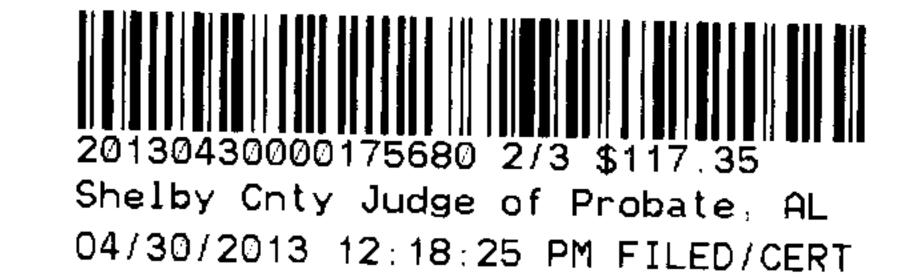
subordinate the lien of this Mortgage to another lien, release part of the Property from the lien of this Mortgage, or agree to some other modification of this Mortgage or the Credit Agreement or any Related Document. We are not obligated to agree to any such request. We may, in our sole discretion, 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:

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 5, 2013.

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.

X THERESA BASPRAIN THERESA BASPRAIN	(Seal)	X	HANIEL N WINSLOW	Mac	(Seal)
LENDER:					
X Authorized Signer	(Seal)				
This Modification of Mortgage prepared by:					
N:	ame: Cindy Slagle				
	ddress: 2050 Parkw	vay Office	Circle		
Ci	ity, State, ZIP: Hoov	er, AL 35	244		
	NDIVIDUAL A	CKNO	NLEDGMENT		
Mahan					
STATE OF CONTROL)			
South.) SS			
COUNTY OF)			
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that THERESA B SPRAIN , 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	5th	day of	MICH.		<u>.</u>
My commission expires MY COMMISSION EXPIRES JAN	UARY 28, 20 15		Lynn H.	Notary Public	
INDIVIDUAL ACKNOWLEDGMENT					
STATE OF MUSUAL)) SS			
COUNTY OF Stelley)			
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that NATHANIEL N WINSLOW, 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	5+n	day of	The state of the s	, 20	
		•	- Xand	Notary Public	
My commission expires MY COMMISSION EXPIRES JA	NUARY 26, 2015		Jun H.	/ / X	



LENDER ACKNOWLEDGMENT					
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that 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					
My commission expires					
MY COMMISSION EXPIRES JANUARY 26, 2015					
LASER PRO Legiding, Ver. 12.3.0.004 Copr. Harland Financial Solutions, Inc. 1997, 2013. All Rights Reserved AL S:\DISTRIBUTED\CFI\LPL\G201.FC TR-731257 PR-152					

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