

WHEN RECORDED MAIL TO:

Regions Bank
Collateral Management
201 Milan Parkway
Birmingham, AL 35211



20140206000034370 1/2 \$52.00
Shelby Cnty Judge of Probate, AL
02/06/2014 12:19:53 PM FILED/CERT

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

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



MODIFICATION OF MORTGAGE

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20132420855220



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A2014012200320

Notice: The original principal amount available under the Note (as defined below), which was \$18,000.00 (on which any required taxes already have been paid), now is increased by an additional \$22,000.00.

THIS MODIFICATION OF MORTGAGE dated January 17, 2014, is made and executed between WILLIAM T KIRKWOOD AKA WILLIAM TODD KIRKWOOD, whose address is 6046 FOREST LAKES CV, STERRETT, AL 35147; KRISTY KIRKWOOD AKA KRISTY LEE KIRKWOOD, whose address is 6046 FOREST LAKES CV, STERRETT, AL 35147; husband and wife (referred to below as "Grantor") and Regions Bank, whose address is 201 Milan Parkway, Birmingham, AL 35211 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated August 27, 2010 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON 09/21/10 IN THE OFFICE OF THE JUDGE OF PROBATE IN SHELBY COUNTY, AL INSTRUMENT NUMBER 20100921000310110.

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 351, ACCORDING TO THE FINAL PLAT OF FOREST LAKES, SECTOR 4, AS RECORDED IN MAP BOOK 33, AT PAGE 25 A, B, & C IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA.
SUBJECT TO RESTRICTIONS, RESERVATIONS, EASEMENTS, COVENANTS, OIL, GAS OR MINERAL RIGHTS OF RECORD, IF ANY.
BEING THE SAME PREMISES CONVEYED TO WILLIAM TODD KIRKWOOD AND WIFE, KRISTY LEE KIRKWOOD, FOR AND DURING THEIR JOINT LIVES AND UPON THE DEATH OF EITHER OF THEM, THEN TO THE SURVIVOR OF THEM FROM WILLIAM TODD KIRKWOOD AND WIFE, KRISTY LEE KIRKWOOD BY STATUTORY WARRANTY DEED, JOINT TENANTS WITH RIGHT OF SURVIVORSHIP DATED 1/4/2012, AND RECORDED ON 8/9/2012, DOCUMENT # 20120809000294260, IN SHELBY COUNTY, AL.

The Real Property or its address is commonly known as 6046 FOREST LAKES CV, STERRETT, AL 35147.

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 \$18000 to \$40000.

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)

Page 2

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JANUARY 17, 2014.

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 William T Kirkwood (Seal)
WILLIAM T KIRKWOOD

X Kristy Kirkwood (Seal)
KRISTY KIRKWOOD

LENDER:

REGIONS BANK
X Hollins Rush (Seal)
Authorized Signer
Hollins Rush

This Modification of Mortgage prepared by:

Name: Rodrelle Ward
Address: 2050 Parkway Office Circle
City, State, ZIP: Hoover, AL 35244

INDIVIDUAL 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 WILLIAM T KIRKWOOD and KRISTY KIRKWOOD, 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 17 day of January, 20 14

My commission expires MY COMMISSION EXPIRES JANUARY 26, 2016

Ragan Christian
Notary Public

LENDER ACKNOWLEDGMENT

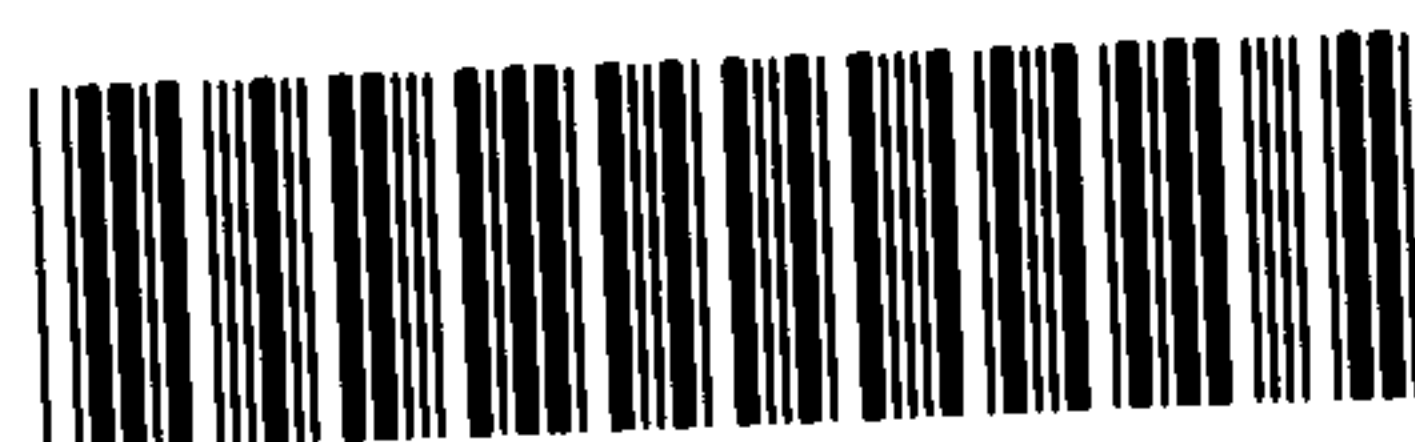
STATE OF Alabama)
COUNTY OF Shelby) SS)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Hollins Rush Jr whose name as Representative 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 Representative of Regions Bank, executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 17th day of January, 20 14

My commission expires MY COMMISSION EXPIRES JANUARY 26, 2015

Lynn H Cox
Notary Public



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