

X2016022942484

When Recorded Return to:
Indecomm Global Services
As Recording Agent Only
1260 Energy Lane
St. Paul, MN 55108

WHEN RECORDED MAIL TO:
Regions Bank
Collateral Management
201 Milan Parkway
Birmingham, AL 35211

20160309000076740 1/3 \$51.50
Shelby Cnty Judge of Probate, AL
03/09/2016 01:32:03 PM FILED/CERT

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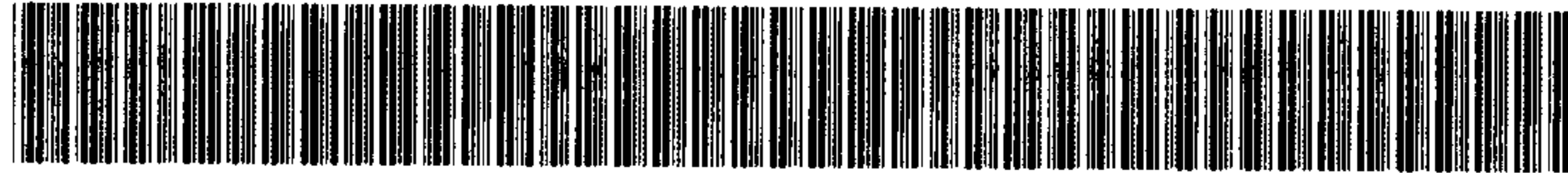
SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



REGIONS

2015 3651340110

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 \$21,000.00.

THIS MODIFICATION OF MORTGAGE dated February 24, 2016, is made and executed between **JAMES A CLEMENT**, whose address is 133 WINDSOR CIR, PELHAM, AL 35124; **MARY J CLEMENT**, whose address is 133 WINDSOR CIR, PELHAM, AL 35124; husband and wife (referred to below as "Grantor") and Regions Bank, whose address is 2228 Pelham Parkway, Pelham, AL 35124 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated January 31, 2013 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON 02/14/2013 IN THE OFFICE OF JUDGE OF PROBATE IN SHELBY COUNTY, AL Instrument# 20130214000065010.

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

THE FOLLOWING DESCRIBED REAL ESTATE SITUATED, LYING AND BEING IN THE COUNTY OF SHELBY, STATE OF ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT 9, ACCORDING TO THE SURVEY OF WEATHERLY WINDSOR SECTOR 9 AS RECORDED IN MAP BOOK 17, PAGE 125 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA AND 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 JAMES A. CLEMENT AND MARY J. CLEMENT FROM WEATHERLY DEVELOPMENT CO., INC. BY WARRANTY DEED DATED 1/22/1997, AND RECORDED ON 1/23/1997, DOCUMENT # 1997-02337, IN SHELBY COUNTY, AL.

The Real Property or its address is commonly known as 133 WINDSOR CIR, PELHAM, AL 35124.

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 \$71,000.00.

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 FEBRUARY 24, 2016.

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 [Signature] (Seal) X [Signature] (Seal)
JAMES A CLEMENT MARY J CLEMENT

LENDER:

REGIONS BANK
X [Signature] (Seal)
Authorized Signer
Dean Shepherd

This Modification of Mortgage prepared by:

Name: Ashley Tolliver
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 JAMES A CLEMENT, 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 24 day of February, 20 16.

MY COMMISSION EXPIRES DECEMBER 9, 2019

My commission expires _____

[Signature]
Notary Public
Dean Shepherd

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 MARY J CLEMENT, 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 24 day of February, 20 16.

MY COMMISSION EXPIRES DECEMBER 9, 2019

My commission expires _____

[Signature]
Notary Public
Dean Shepherd



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MODIFICATION OF MORTGAGE
(Continued)

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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 DEAN SHEPHERD
whose name as JSS 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 JSS of Regions Bank executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 25th day of January, 2016.

Dennis Anthony
Notary Public

My commission expires 3/26/2019



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Shelby Cnty Judge of Probate, AL
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