

#### WHEN RECORDED MAIL TO:

Record and Return To: Fisery Lending Solutions 600A N.JohnRodes Blvd

MOSCA, CHRISTINA C

MELBOURNE, FL 32934

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated November 9, 2006, is made and executed between CHRISTINA C , whose address is 1355 CALISTON WAY, PELHAM, AL 351246227 and RICHARD POFF, AKA RICHARD G POFF JR, whose address is 1355 CALISTON WAY, PELHAM, AL 351246227; wife and husband (referred to below as "Grantor") and Regions Bank, doing business as AmSouth 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 May 24, 2006 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED IN SHELBY COUNTY AL RECORDED DATE 06-14-06 INST # 20060614000283470.

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

See EXHIBIT A, which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 1355 CALISTON WAY, PELHAM, AL 35124.

MOD!FICATION. 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 \$30000 to \$57000.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and èffect 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.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED NOVEMBER 9, 2006.

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:** 

(Seal)

LENDER:

REGIONS BANK, DOING BUSINESS AS AMSOUTH BANK

**Authorized Signer** 

(Seal)

This Modification of Mortgage prepared by:

Name: Sheila F. Parker Address: P.O. BOX 830721

City, State, ZIP: BIRMINGHAM, AL 35283

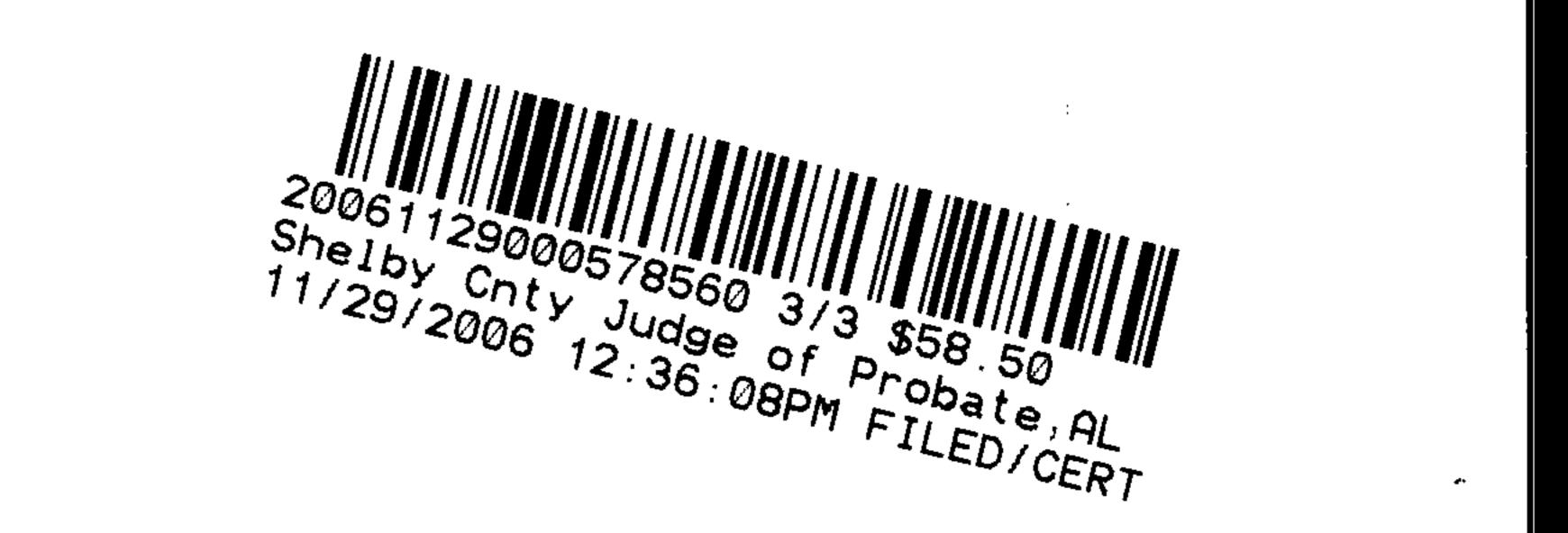
# MODIFICATION OF MORTGAGE (Continued)

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### INDIVIDUAL ACKNOWLEDGMENT

| STATE OF Alabama  | <b>)</b>  |
|---|---|
|   | ) SS  |
| county of Shelby  |   |
| I, the undersigned authority, a Notary Public in and for said count POFF, wife and husband, whose names are signed to the foregoing that, being informed of the contents of said Modification, they exec Given under my hand and official seal this | instrument, and who are known to me, acknowledged before me on this day uted the same voluntarily on the day the same bears date.  day of November, 20 00 features. |
|   | Notary Public   |
| My commission expires Julu 15, 2009   |   |
| LENDED A OVALEDORATRIT  |   |
| LENDER ACKNOWLEDGMENT   |   |
|   |   |
| STATE OF A 2021   | <b>)</b>  |
|   | ) SS  |
| <h0  < td=""><td></td></h0  <>  |   |
| county of <u>Shelby</u>   |   |
|   | $\Lambda$ . $L$ . $IL$ . $D_{\alpha}$ . $IZ$  |
| acknowledged before me on this day that, being informed of the confull authority, executed the same voluntarily for and as the act of same  | ontents of said Modification of Mortgage, he or she, as such officer and with aid corporation.  |
| acknowledged before me on this day that, being informed of the confull authority, executed the same voluntarily for and as the act of same  | ontents of said Modification of Mortgage, he or she, as such officer and with   |

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# SCHEDULE A

THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN SHELBY COUNTY, ALABAMA, TO WIT:

LOT 581, ACCORDING TO THE SURVEY OF FINAL PLAT CALISTON AT BALLANTREE, PHASE 2, AS RECORDED IN MAP BOOK 35 PAGE 62, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

KNOWN: 1355 CALISTON WAY

PARCEL: 14-8-28-2-009-012.000