

AMSOUTH BANK is now REGIONS BANK

WHEN RECORDED MAIL TO:



Record and Return To: Fisery Lending Solutions 600A N.JohnRodes Blvd MELBOURNE, FL 32934

SHIVERS, RICHARD B

0063041314140

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

(Seal)

070499919753

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated November 9, 2006, is made and executed between RICHARD B SHIVERS, whose address is 120 LITTLE FAWN LN, ALABASTER, AL 35007 and JULIE R SHIVERS, whose address is 120 LITTLE FAWN LN, ALABASTER, AL 35007; husband and wife (referred to below as "Grantor") and Regions Bank, doing business as AmSouth Bank, whose address is 1235 First Street North, Alabaster, AL 35007 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated January 28, 2003 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

ORIGINAL MORTGAGE, DATED 1/28/2003, IN THE AMOUNT OF \$18,000.00 WAS RECORDED 2/10/2003 IN 20030210000080850, PG 7/7 BY SHELBY COUNTY, ALABAMA JUDGE OF PROBATE.

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 120 LITTLE FAWN LN, ALABASTER, AL 35007.

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 \$18,000 to \$30,000.

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.

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.

JULIE R SHIVERS

GRANTOR:

RICHARD B SHIVERS

(Seal)

LENDER:

REGIONS BANK, DOING BUSINESS AS AMSOUTH BANK

X Signex Authorized Signex

(Seal)

This Modification of Mortgage prepared by:

Name: Joanne Hayes

Address: P.O. BOX 830721

City, State, ZIP: BIRMINGHAM, AL 35283

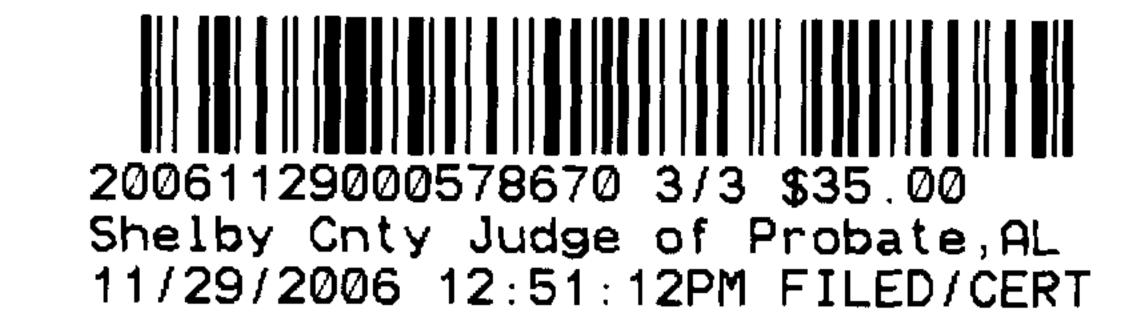
MODIFICATION OF MORTGAGE (Continued)

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF <u>alabama</u>
COUNTY OF
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that RICHARD B SHIVERS and JULIE R SHIVERS, 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 day of
My commission expires 04 2010
LENDER ACKNOWLEDGMENT
STATE OF
COUNTY OF Stelley)
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that
Given under my hand and official seal this day of day of day of day of
My commission expires 04 20 W

LASER PRO Lending, Ver. 5.27.00.005 Copr. Harland Financial Solutions, Inc. 1997, 2006. All Rights Reserved. - AL D:\SYSAPPS\LASERPRO\CFI\LPL\G201.FC TR-301925 PR-152



G3184974

SCHEDULE A

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

LOT 13, ACCORDING TO THE SURVEY OF APACHE RIDGE SECTOR 2, AS RECORDED IN MAP BOOK 16 PAGE 60, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

KNOWN: 120 LITTLE FAWN LN

PARCEL: 13-7-35-2-002-013-000