

## WHEN RECORDED MAIL TO:

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ROGERS, CLINT L

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

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

## 20003071S49310 071100053016 MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated November 10, 2006, is made and executed between CLINT L ROGERS, whose address is 2829 PAHOKEE TRCE, BIRMINGHAM, AL 352433037; unmarried (referred to below as "Grantor") and Regions Bank, doing business as AmSouth Bank, whose address is 1 Independence Plaza, Homewood, AL 35209 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated November 22, 2003 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON 2-03-2004 IN THE OFFICE OF THE JUDGE OFPROBATE FOR SHELBY COUNTY, ALABAMA INST # 2004020300056310.

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 2829 PAHOKEE TRACE, BIRMINGHAM, AL 352430000.

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 \$25000 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.

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 10, 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:

LENDER:

REGIONS BANK, DOING BUSINESS AS AMSOUTH BANK

Authorized Signer

(Seal)

This Modification of Mortgage prepared by:

Name: Kyeshia Skinner Address: P.O. BOX 830721

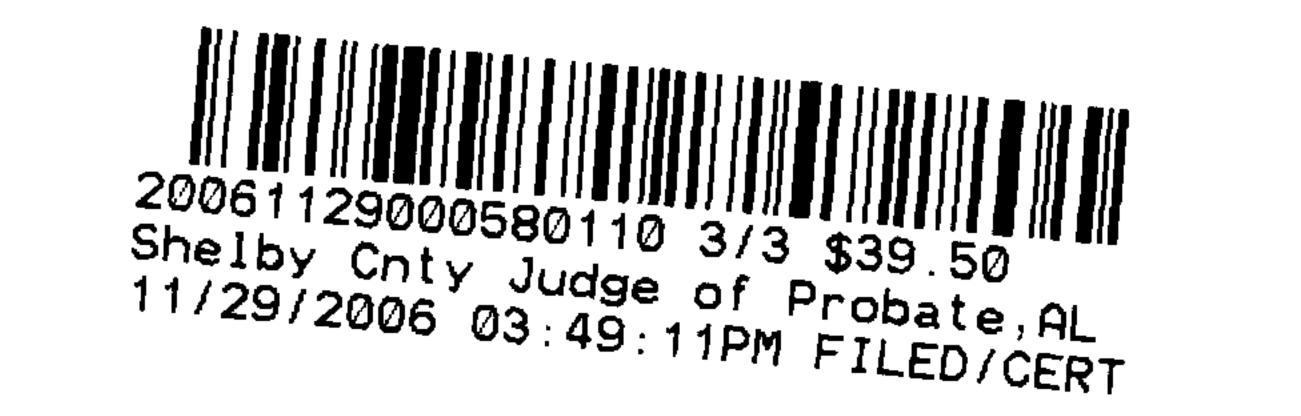
City, State, ZIP: BIRMINGHAM, AL 35283

INDI	IDUAL ACKNOWL	EDGMENT
STATE OF Habana	}	
	) SS	
COUNTY OF JETCHSON	<b>)</b>	
I, the undersigned authority, a Notary Public in and for is signed to the foregoing instrument, and who is kn said Modification, he or she executed the same volunt	own to me, acknowledged be arily on the day the same bea	
Given under my hand and official seal this/C	day of	crember, 20 6.
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		Notary Public
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20061129000580110 2/3 \$39.50 Shelby Cnty Judge of Probate, AL 11/29/2006 03:49:11PM FILED/CERT



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## SCHEDULE A

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

LOT 44, ACCORDING TO THE SURVEY OF SHELBY COUNTY SECTOR OF 2ND SECTOR ALTADENA BEND, AS RECORDED IN MAP BOOK 5 PAGE 131, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

KNOWN: 2829 PAHOKEE TRCE

PARCEL: 28-34-3-014-006.000-RR-00