20061215000612050 1/3 \$393.00 Shelby Cnty Judge of Probate, AL 12/15/2006 02:02:27PM FILED/CERT

WHEN RECORDED MAIL TO:



MC LAIN, PAMELA F

Record and Return To: Fisery Lending Solutions 600A N.JohnRodes 'Slyd MELBOURNE, FL 37.934

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

(Seal)

130000211840

#### MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated November 21, 2006, is made and executed between PAMELA F MC LAIN, whose address is 6225—CAHABA VALLEY RD, BIRMINGHAM, AL 352424915 and DAVID A MC LAIN, whose address is 6225—CAHABA VALLEY RD, BIRMINGHAM, AL 352424915; wife and husband (referred to below as "Grantor") and Regions Bank, doing business as AmSouth Bank, whose address is 1900 University Boulevard, Birmingham, AL 35233 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated July 11, 2006 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON 8-1-06 IN INST# 20060801000368330.

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 6225 CAHABA VALLEY ROAD, BIRMINGHAM, AL 352420000.

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 \$150,000 to \$400,000.

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 21, 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) PAMELA F MC LAIN

DAVID A MC LAIN

LENDER:

REGIONS BANK, DOING BUSINESS AS AMSOUTH BANK

Authorized Signer

\_\_\_\_(Seai)

This Modification of Mortgage prepared by:

Name: Wendy Doss

Address: P.O. BOX 830721

City, State, ZIP: BIRMINGHAM, AL 35283

### Page 2

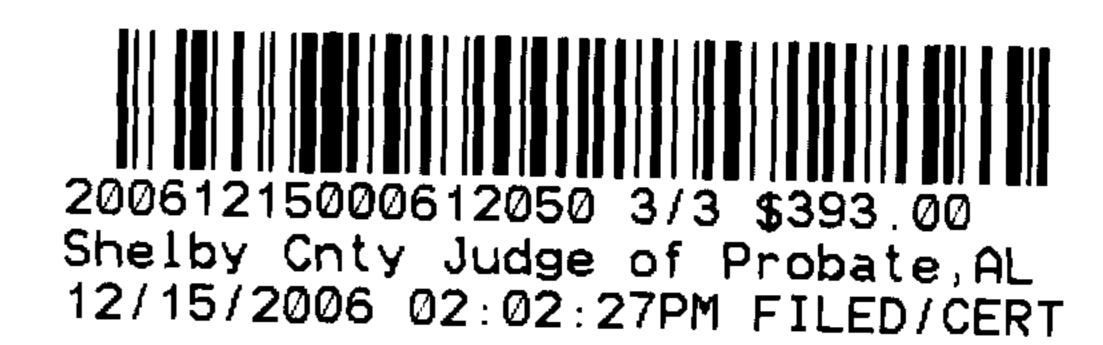
# MODIFICATION OF MOR7 (Continued)

20061215000612050 2/3 \$393.00 Shelby Cnty Judge of Probate, AL 12/15/2006 02:02:27PM FILED/CERT

## INDIVIDUAL ACKNOWLEDGMENT

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that PAMELA F MC LAIN and DAVID A MC LAIN, wife and husband, 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 2 day of November 1, 20 0 b.
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that PAMELA F MC LAIN and DAVID A MC LAIN, wife and husband, 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.
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that PAMELA F MC LAIN and DAVID A MC LAIN, wife and husband, 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.
LAIN, wife and husband, 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.
My commission expires Septendrul 1, 2001
LENDER ACKNOWLEDGMENT
STATE OF Alubara
) SS
COUNTY OF Jefferson
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Archive Bourte Bourte a corporation, 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 said Modification of Mortgage, he or she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.
Given under my hand and official seal this $21$ day of November, $200$ .
My commission expires September 2007

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G1942819

### SCHEDULE "A"

THE FOLLOWING REAL PROPERTY SITUATE IN COUNTY OF SHELBY AND STATE OF ALABAMA, DESCRIBED AS FOLLOWS:

A PARCEL OF LAND CONTAINING 66.20 ACRES MORE OR LESS, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 19 SOUTH, RANGE 1 WEST AND THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 19 SOUTH, RANGE 2 WEST, SHELBY COUNTY, ALABAMA; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 19 SOUTH, RANGE 1 WEST; THENCE RUN NORTH ALONG THE QUARTER LINE 312.57 FEET TO THE POINT OF BEGINNING; THENCE LEFT 87°45'43", 1283.87 FEET TO THE SOUTHEASTERLY RIGHT-OF-WAY (R.O.W.) OF ALABAMA HIGHWAY NO. 119; THENCE RIGHT 129°05'01" TO THE CHORD OF A CURVE TO THE RIGHT WITH A CHORD OF 482.47 FEET AND A RADIUS OF 5689.58 FEET; THENCE RUN NORTHEASTERLY ALONG SAID R.O.W. AND THE ARC OF SAID CURVE 482.62 FEET: THENCE RIGHT 2°15'28" FROM THE CHORD OF SAID CURVE NORTHEASTERLY ALONG SAID R.O.W. 1300.68 FEET; THENCE RIGHT LEAVING SAID R.O.W. 88°40'08", 371.47 FEET; THENCE LEFT 84°13'19", 409.16 FEET; THENCE RIGHT 40°29'55", 820.66 FEET; THENCE LEFT 00°03'33", 1332.33 FEET; THENCE RIGHT 91°08'45", 1018.09 FEET; THENCE RIGHT 88°01'20", 377.91 FEET; THENCE RIGHT 101°22'40", 325.01 FEET; THENCE LEFT 100°51'35", 682.69 FEET; THENCE LEFT 79°30'53", 325.00 FEET; THENCE RIGHT 79°17'58", 278.6 FEET TO THE POINT OF BEGINNING.

PROPERTY ADDRESS: 6225 CAHABA VALLEY RD

PARCEL ID: 093070001019000