20061219000617400 1/3 \$34.00 Shelby Cnty Judge of Probate, AL 12/19/2006 11:58:37AM FILED/CERT



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

ALDRIDGE, MORRELL A

MELBOURNE, FL 32934

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

130000408632 20043211232176

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated December 1, 2006, is made and executed between MORRELL ALDRIDGE A/K/A G MORRELL ALDRIDGE, whose address is 124 SETTING SUN LN, ALABASTER, AL 350076413 and DEANNA G ALDRIDGE, whose address is 124 SETTING SUN LN, ALABASTER, AL 350076413; husband and wife (referred to below as "Grantor") and Regions Bank, doing business as AmSouth Bank, whose address is 4915 Highway 17, Helena, AL 35080 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated August 15, 2005 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED 08-15-2005 IN THE OFFICE OF THE SHELBY COUNTY ALABAMA JUDGE OF PROBATE 09-15-2005 INSTRUMENT NUMBER 20050915000479380, MODIFIED 08-23-2006 AND RECORDED 09-19-2006 INSTRUMENT NUMBER 20060919000463260.

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 124 SETTING SUN LN, ALABASTER, AL 350070000.

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 \$43,000.00 to \$53,000.00.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the priginal 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's right to require strict performance of the Mortgage as changed above nor obligate lender's new bulletone 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 DECEMBER 1, 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:** 

Authorized Signer

LENDER:

REGIONS BANK, DOING BUSINESS AS AMSOUTH BANK

This Modification of Mortgage prepared by:

Name: Kevin Echols Address: P.O. BOX 830721

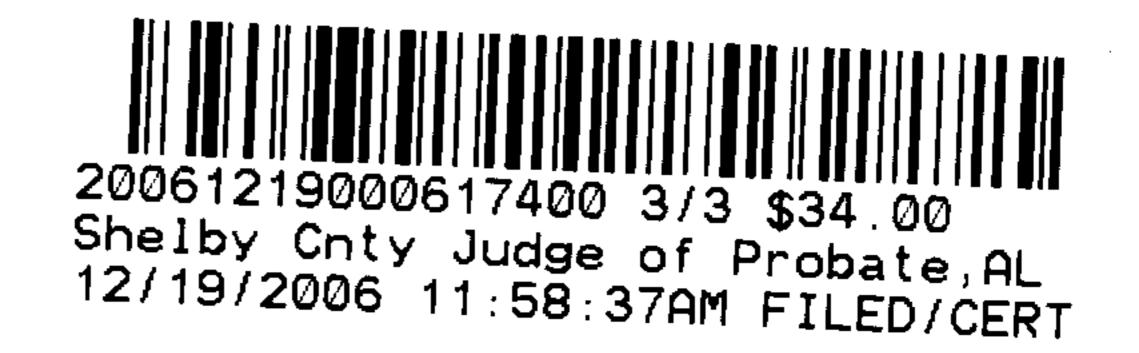
(Seal)

City, State, ZIP: BIRMINGHAM, AL 35283

INDIVIDUAL ACKNOWLEDGMENT		
STATE OF Alabama	}	
	) SS	
country of Shelloy		
	to the foregoing ication, they exec	
Given under my hand and official seal this	day of _	December, 2000.
		Kristin Dillinarer Notary Public
My commission expires $8-17-20/0$		
LEND	ER ACKNOV	VLEDGMENT
$\bigcap_{i}$		
STATE OF Habama	)	
	) SS	
COUNTY OF Shelby	)	
I, the andersigned authority a Notary Public in and for said	d county in said sta a corporation, is	ate, hereby certify that Show Chical States and the signed to the foregoing Modification and who is known to me, 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 corpor	ration.
Given under my hand and official seal this	day of _	Der omber, 2000.
		Mania ( ) I sta
My Commission Exp	oires	Notary Public
Santanhar 13 20		
My commission expires 3601611106113, 20		

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## SCHEDULE A

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

LOT 9, ACCORDING TO THE SURVEY OF RB 106 P 644; APACHE RIDGE SECTORS 2 & 3, SECTION 2,3, AS RECORDED IN MAP BOOK 16 PAGE 60, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

KNOWN: 124 SETTING SUN LN

PARCEL: 137352003009000