20061228000634190 1/3 \$183.50 Shelby Cnty Judge of Probate, AL 12/28/2006 04:05:18PM FILED/CERT



FINLEY, DONNY L

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

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

071100029045

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated December 11, 2006, is made and executed between DONNY L FINLEY, whose address is 5057 GREYSTONE WAY, BIRMINGHAM, AL 352426476 and JANET W FINLEY, whose address is 5057 GREYSTONE WAY, BIRMINGHAM, AL 352426476; husband and wife (referred to below as "Grantor") and Regions Bank, doing business as AmSouth Bank, whose address is 200 Corporate Ridge North, Birmingham, AL 35242 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated June 13, 2006 (the "Mortgage") which has been recorded in JEFFERSON County, State of Alabama, as follows:

RECORDED IN SHELBY COUNTY AL RECORDED DATE 07-05-06 INST # 20060705000320170. SHELBY

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in JEFFERSON 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 5057 GREYSTONE WAY, 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 \$75500 to \$111000.

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 DECEMBER 11, 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:

DONNY L FINLEY

Authorized Signer

LENDER:

REGIONS BANK, DOING BUSINESS AS AMSOUTH BANK

This Modification of Mortgage prepared by:

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

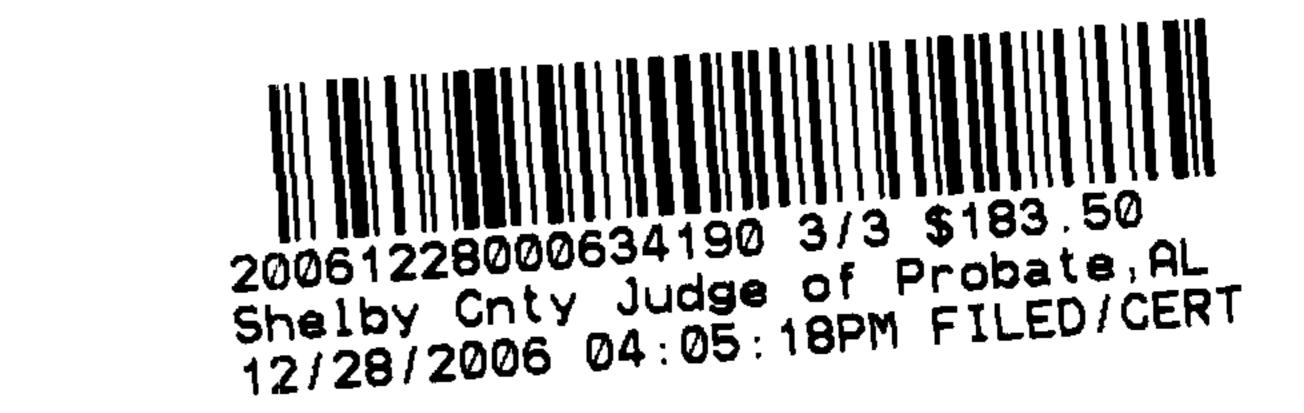
(Seal)

(Seal)

City, State, ZIP: BIRMINGHAM, AL 35283

INDIVIDUAL ACKNOWLEDGMENT STATE OF ALCADAMA 20061228000634190 2/3 \$183.50 Shelby Cnty Judge of Probate, AL 12/28/2006 04:05:18PM FILED/CERT) SS I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that DONNY L FINLEY and JANET W FINLEY, 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 11^{++} day of QeCember, 20 Olo. **Notary Public** NOTARY COMMISSION EXPIRES OCTOBER 30, 2010 My commission expires LENDER ACKNOWLEDGMENT STATE OF <u>Clabana</u>) SS **COUNTY OF** I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that 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 **Notary Public** My commission expires NOTARY COMMISSION EXPIRES OCTOBER 30, 2010

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SCHEDULE A

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

LOT 47, ACCORDING TO THE SURVEY OF GREYSTONE 4 SECTOR, AS RECORDED IN MAP BOOK 16 PAGE 89, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

KNOWN: 5057 GREYSTONE WAY

PARCEL: 03-8-33-0-002-001-040