20070108000008410 1/3 $281.75
Shelby Cnty Judge of Probate, AL
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WHEN RECORDED MAIL TO:
Regions Bank, doing business as AmSouth Bank
Attn: Staci Gant
P.O. Box 830734
Birmingham, AL 35283

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

0711000939 39
20063341658470

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated December 7, 2006, is made and executed between CAROLYN S BELLAMY AKA CAROLYN S BELLLAMY, whose address is 109 SOUTHLEDGE, BIRMINGHAM, AL 35242; unmarried (referred to below as "Grantor") and Regions Bank, doing business as AmSouth Bank, whose address is 539 Richard Arrington Jr. Blvd South, Birmingham, AL 35233 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated March 23, 2004 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

MORTGAGE RECORDED 04-07-2004 IN INST#20040407000179330 IN THE JUDGE OF PROBATES OFFICE OF SHELBY COUNTY, ALABAMA.

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 109 SOUTHLEDGE, 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 $463,500.00 to $640,000.00.

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 7, 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:

X Carolyn S Bellamy (Seal)
CAROLYN S BELLAMY

LENDER:

REGIONS BANK, DOING BUSINESS AS AMSOUTH BANK

X Delphia B. Jones (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: Angela Ramberg
Address: P.O. BOX 830721
City, State, ZIP: BIRMINGHAM, AL 35283

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Jefferson)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **CAROLYN S BELLAMY , unmarried,** whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Modification, he or she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 7th **day of** December, 20 06.

Notary Public

My commission expires MY COMMISSION EXPIRES JANUARY 29, 2008

LENDER ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Jefferson)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Amsouth Bank Delpha B. Jones 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 7th **day of** December, 20 06.

Notary Public

My commission expires MY COMMISSION EXPIRES JANUARY 29, 2008

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EXHIBIT A

Lot 1803, according to the Map of Highland Lakes, 18th Sector, Phase I, an Eddleman Community, as recorded in Map Book 26, Page 130, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.
Together with nonexclusive easement to use the private roadways, Common Area all as more particularly described in the Declaration of Easements and Master Protective Covenants for Highland Lakes, a Residential Subdivision, recorded as Instrument #1894-07111 and amended in Inst. #1996-17543 and amended in Inst. #1999-31085 in the Probate Office of Shelby County, Alabama, and the Declaration of Covenants, Conditions and Restrictions for Highland Lakes, a Residential Subdivision, 18th Sector, Phase I, recorded in Instrument No. 2000-15021 in the Probate Office of Shelby County, Alabama (which together with all amendments thereto, is hereinafter collectively referred to as, the "Declaration").

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