



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

LIPSCOMB, MICHAEL W

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

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MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated December 22, 2006, is made and executed between MICHAEL W LIPSCOMB aka MICHAEL WAYNE LIPSCOMB, whose address is 108 HEATHER RIDGE DR, PELHAM, AL 351241973; TRINA L LIPSCOMB aka TRINA LIPSCOMB, whose address is 108 HEATHER RIDGE, PELHAM, AL 351244802; husband and wife (referred to below as "Grantor") and Regions Bank, doing business as AmSouth Bank, whose address is 2228 Pelham Parkway, Pelham, AL 35124 (referred to below as "Lender").

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

MORTGAGE RECORDED 09-14-2004 AS SHELBY COUNTY INSTRUMENT # 20040914000511590.

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 108 HEATHER RIDGE DR, PELHAM, AL 351240000.

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 \$20,000.00 to \$50,000.00.

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 22, 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 / / (Seal) X TRIN

(MACL (105COMP (Seal)

LENDER:

REGIONS BANK, DOING BUSINESS AS AMSOUTH BANK

Authorized Signer

_(Seal)

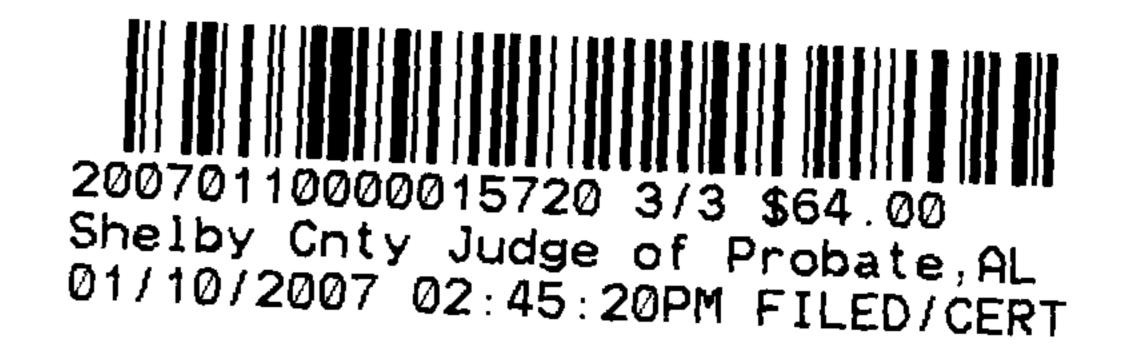
This Modification of Mortgage prepared by:

Name: Megan Choate Address: P.O. BOX 830721

City, State, ZIP: BIRMINGHAM, AL 35283

INDIVIDUAL ACKNOWLEDGMENT 200701100000015720 2/3 \$64.00 Shelby Cnty Judge of Probate, AL 01/10/2007 02:45:20PM FILED/CERT) SS **COUNTY OF** I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that MICHAEL W LIPSCOMB LIPSCOMB, 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 22 day of December My commission expires July 15, 2009 LENDER ACKNOWLEDGMENT 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

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SCHEDULE A

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

LOT 35, ACCORDING TO THE SURVEY OF HEATHER RIDGE, AS RECORDED IN MAP BOOK 17 PAGE 22, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

KNOWN: 108 HEATHER RIDGE DR

PARCEL: 13-6-23-3-000-083-024