20070122000033670 1/3 \$41.00 Shelby Cnty Judge of Probate, AL 01/22/2007 02:25:15PM FILED/CERT

WHEN RECORDED MAIL TO:



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

SHAFER, TODD M

MELBOURNE, FL 32934

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

071100201620 200003551328530

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated January 5, 2007, is made and executed between TODD M SHAFER, whose address is 2179 FOREST LAKES LN, STERRETT, AL 35147; WHITNEY F SHAFER, whose address is 2179 FOREST LAKES LN, STERRETT, AL 35147; husband and wife (referred to below as "Grantor") and Regions Bank, doing business as AmSouth Bank, whose address is 5420 Highway 280, Birmingham, AL 35242 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated March 24, 2005 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON 04/19/2005 IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA IN BOOK 20050419000185310 ON 8 PAGES.

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 2179 FOREST LAKES LN, STERRETT, AL 35147.

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 \$14000 to \$30000.

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 JANUARY 5, 2007.

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:

LENDER:

TODD M SHAFER

WHITNEY F SHAFER

REGIONS BANK, DOING BUSINESS AS AMSOUTH BANK/

Autholized Signer

(Seal)

This Modification of Mortgage prepared by:

Name: Hannah Reznicek Address: P.O. BOX 830721

City, State, ZIP: BIRMINGHAM, AL 35283

MODIFICATION OF MORTGAGE (Continued)

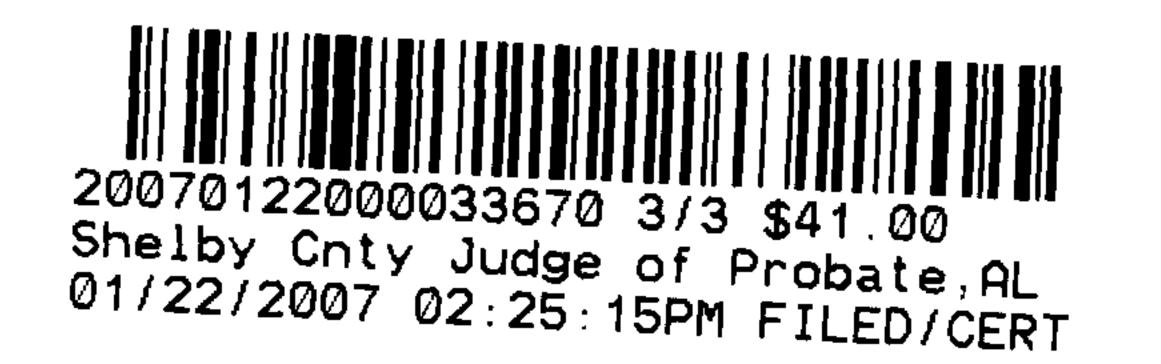
Page 2

INDIVIDUAL ACKNOWLEDGMENT

STATE OF MADAMA)
COUNTY OF Shelby) SS)
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that TODD M SHAFER and WHITNEY F SHAFER, 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	
My commission expires	Notary Public
LENDER ACKNOWLEDGMENT	
STATE OF AH CORD)) SS
COUNTY OF	Amonth Maions
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that	
Given under my hand and official seal this	day of <u>MMM</u> , 20/.
NOTARY PUBLIC STATE OF ALABAMA AT LARGE MY COMMISSION EXPIRES: Nov 23, 2008 BONDED THRU NOTARY PUBLIC LARGE AND ADDRESS OF ALABAMA AT LARGE	Notary Public
BONDED THRU NOTARY PUBLIC UNDERWRITERS My commission expires	

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and the state of t



H010FHF6

SCHEDULE A

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

LOT 106, ACCORDING TO THE SURVEY OF FOREST LAKES SECTOR 2, PHASE 1, AS RECORDED IN MAP BOOK 29 PAGE 114, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

KNOWN: 2179 FOREST LAKES LN

PARCEL: 09-5-22-0-003-031-000