



20070126000041450 1/3 \$105.00
Shelby Cnty Judge of Probate, AL
01/26/2007 03:43:53PM FILED/CERT



ROBERSON, JOHN

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

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

070499935213
20070091727280

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated January 17, 2007, is made and executed between **JOHN ROBERSON**, whose address is 100 AUTUMN PL, BIRMINGHAM, AL 352423545; **STACEY ROBERSON**, whose address is 100 AUTUMN PL, BIRMINGHAM, AL 352423545; husband and wife (referred to below as "Grantor") and **Regions Bank**, doing business as **AmSouth Bank**, whose address is 520 Montgomery Highway, Vestavia Hills, AL 35216 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated February 28, 2003 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON 3-13-03 IN INST# 20030313000152940; MODIFICATION RECORDED ON 7-14-05 IN INST# 20050714000352280.

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 100 AUTUMN PLACE, BIRMINGHAM, AL 35242.

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 \$66,000 to \$124,000.

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 17, 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:

X  (Seal)
JOHN ROBERSON

X  (Seal)
STACEY ROBERSON

LENDER:

REGIONS BANK, DOING BUSINESS AS AMSOUTH BANK

X  (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

**Name: Wendy Doss
Address: P.O. BOX 830721
City, State, ZIP: BIRMINGHAM, AL 35283**



20070126000041450 2/3 \$105.00
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**MODIFICATION OF MORTGAGE
(Continued)**

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 **JOHN ROBERSON and STACEY ROBERSON**, 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 17th day of January, 20 07.

Sheela Gore
Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: May 19, 2010
BONDED THRU NOTARY PUBLIC UNDERWRITERS

My commission expires _____

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 First South Bank UBA 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 17th day of January, 20 07.

Sheela Gore
Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: May 19, 2010
BONDED THRU NOTARY PUBLIC UNDERWRITERS

My commission expires _____


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H019B405

SCHEDULE A

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

LOT 13, BLOCK 1, ACCORDING TO THE SURVEY OF SUMMER
PLACE, SECTION 1, AS RECORDED IN MAP BOOK 17 PAGE 57, IN THE
PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

KNOWN: 100 AUTUMN PL

PARCEL: 106230003013000