

WHEN RECORDED MAIL TO:

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

LOVVORN, JAMES HAK MELBOURNE, FL 32934

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

30070121350190 01100018175

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated January 19, 2007, is made and executed between JAMES H LOVVORN A/K/A JAMES H LOVVORN JR, whose address is 130 SWEET GUM DR, CHELSEA, AL 350435216; CLAUDETTE F LOVVORN, whose address is 130 SWEET GUM DR, CHELSEA, AL 350435216; husband and wife (referred to below as "Grantor") and Regions Bank, doing business as AmSouth Bank, whose address is 1 Independence Plaza, Homewood, AL 35209 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated September 3, 2003 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED IN SHELBY COUNTY AL ON 09-24-2003 IN INSTR# 20030924000645010.

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 130 SWEET GUM DR, CHELSEA, AL 350430000.

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 \$25,000.00 to \$55000.

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 19, 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

REGIONS BANK, DOING BUSINESS AS AMSOUTH BANK

This Modification of Mortgage prepared by:

Authorized Signer

Name: Tracie Rainey

Address: P.O. BOX 830721

(Seal)

(Seal)

City, State, ZIP: BIRMINGHAM, AL 35283

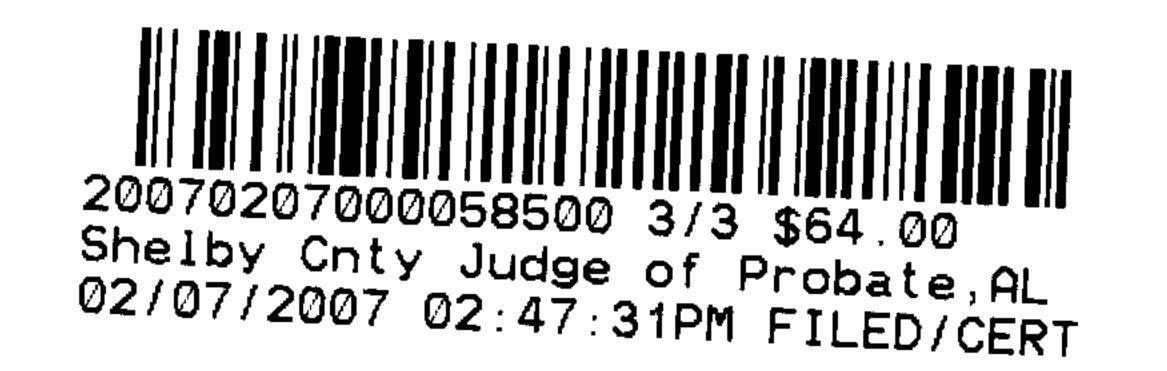
MODIFICATION OF MORTGA (Continued)

20070207000058500 2/3 \$64.00 Shelby Cnty Judge of Probate, AL 02/07/2007 02:47:31PM FILED/CERT

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INDIVIDUAL ACKNOWLEDGMENT	
STATE OF)
COUNTY OF SWA) SS
I, the undersigned authority, a Notary Public in and for s LOVVORN, husband and wife, whose names are signe this day that, being informed of the contents of said Mod Given under my hand and official seal this	said county in said state, hereby certify that JAMES H LOVVORN and CLAUDETTE Feed to the foregoing instrument, and who are known to me, acknowledged before me on lification, they executed the same voluntarily on the day the same bears date. day of
My commission expires	
LENL	DER ACKNOWLEDGMENT
STATE OF	
COUNTY OF Substituting Substitu) SS)
CHBCOHL BONK	. 7
Given under my nand and official seal this/ /	day of
My commission expires $2-24-10$	Notary Public

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H0248684

SCHEDULE A

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

LOT 28, ACCORDING TO THE SURVEY OF YELLOWLEAF RIDGE ESTATES, AS RECORDED IN MAP BOOK 18 PAGE 127, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

KNOWN: 130 SWEET GUM DR

PARCEL: 09-8-34-0-002-028-000