

WHEN RECORDED MAIL TO:



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130000124191

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated January 22, 2007, is made and executed between LEE MARTIN DICLEMENTE, whose address is 8022 GREYSTONE GRN, BIRMINGHAM, AL 352427231; MELODY DICLEMENTE, whose address is 8022 GREYSTONE GRN, BIRMINGHAM, AL 352427231; husband and wife (referred to below as "Grantor") and Regions Bank, doing business as AmSouth Bank, whose address is 1849 Highway 31 South, Birmingham, AL 35244 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated October 18, 2005 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON 11-15-05 IN INST # 20051115000597710.

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 8022 GREYSTONE GRN, 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 \$50,000 to \$250000.

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 22, 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:

Authorized Signer

REGIONS BANK, DOING BUSINESS AS AMSOUTH BANK

X Manuelle 1. Fox
Authorized Signer

This Modification of Mortgage prepared by:

Name: Wendy Doss

Address: P.O. BOX 830721

City, State, ZIP: BIRMINGHAM, AL 35283

## MODIFICATION OF MORTGAG (Continued)

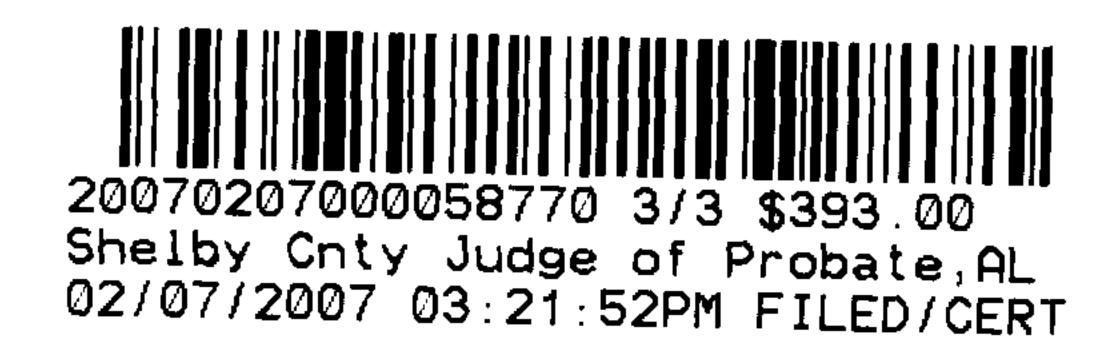
20070207000058770 2/3 \$393.00 Shelby Cnty Judge of Probate, AL 02/07/2007 03:21:52PM FILED/CERT

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## INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama	
STATE OF HILL WILL	
COUNTY OF ALLOSOM )	
COUNTY OF	
I, the undersigned authority, a Notary Public in and for said county in said st	ate, hereby certify that LEE MARTIN DICLEMENTE and MELODY ng instrument, and who are known to me, acknowledged before me
DICLEMENTE, husband and wife, whose names are signed to the foregot on this day that, being informed of the contents of said Modification, they expend to the contents of said Modification, they expend to the contents of said Modification, they expend to the foregotion of the contents of said Modification, they expend to the foregotion of the contents of said Modification.	xecuted the same voluntarily on the day the same bears date.
Given under my hand and official seal this day of _	20 <u>()</u> .
	3 X (M) ( B) (A) (A)
MY COMMISSION EXPIRES MAY 11, 2008  Notary Public	
My commission expires	
LENDER ACKNOWLEDGMENT	
STATE OF MANA	
STATE OF ///////////////////////////////////	
) SS	
COUNTY OF A COUNTY OF	
	dininal de Louis
I, the undersigned authority, a Notary Public in and for said county in said st	ate, hereby certify that ( ) ( ) ( ) ( ) ( ) ( ) ( ) ( )
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 corpo	
Given under my hand and official seal this \(\frac{\frac{1}{2}}{2} \) day of	70, 20
MY COMMISSION EXPIRES MAY 11, 2008	- JAME CHELL
Notary Public	
My commission expires	

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## SCHEDULE A

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

LOT 14, ACCORDING TO THE SURVEY OF GREYSTONE, PHASE 3, SECTION 7, AS RECORDED IN MAP BOOK 20 PAGE 50, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

KNOWN: 8022 GREYSTONE GRN

PARCEL: 03-8-27-0-006-014.000