

20070209000063480 1/3 \$47.00
Shelby Cnty Judge of Probate, AL
02/09/2007 02:54:51PM FILED/CERT



MARTIN, RONNIE L

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

010499958595
2007011544020

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated January 26, 2007, is made and executed between RONNIE L MARTIN, whose address is 17655 145 HWY, SHELBY, AL 351435524; DONNA L MARTIN, whose address is 17655 145 HWY, SHELBY, AL 351435524; husband and wife (referred to below as "Grantor") and Regions Bank, doing business as AmSouth Bank, whose address is 1900 5th Avenue North, Birmingham, AL 35203 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated April 15, 2003 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED 04-25-2003 IN SHELBY COUNTY INST #20060425000254090.

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 17655 HIGHWAY 145, SHELBY, AL 351430000.

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 \$30000 to \$50000.

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 endorers 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 26, 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 Ronnie L. Martin (Seal)
RONNIE L MARTIN

X Donna L. Martin (Seal)
DONNA L MARTIN

LENDER:

REGIONS BANK, DOING BUSINESS AS AMSOUTH BANK

X Amly/Best (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: Connie Stoves
Address: P.O. BOX 830721
City, State, ZIP: BIRMINGHAM, AL 35283



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MODIFICATION OF MORTGAGE
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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 **RONNIE L MARTIN and DONNA L MARTIN**, 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 26th day of January, 2007.

[Signature]
Notary Public

My commission expires 09/03/2009

LENDER ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Jefferson At large)


I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Amscoth Regions Amy Roberts 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 30th day of January, 2007.

[Signature]
Notary Public

My commission expires 09/03/2009

NOTARY PUBLIC STATE OF ALABAMA
MY COMMISSION EXPIRES 09/03/2008
BONDED THROUGH MY PUBLIC UNDERWRITER


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SCHEDULE A

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

LOT 3, ACCORDING TO THE SURVEY OF TWIN PINES FAMILY, AS RECORDED
IN MAP BOOK 23 PAGE 143, IN THE PROBATE OFFICE OF SHELBY COUNTY,
ALABAMA.

KNOWN: 17655 HIGHWAY 145

PARCEL: 33-5-16-0-000-002-002