20070213000067410 1/3 \$51.00 Shelby Cnty Judge of Probate, AL 02/13/2007 12:48:41PM FILED/CERT

WHEN RECORDED MAIL TO:

Record and Return To: Fisery Lendint, Solutions 600A N.John odes Blvd MELBOURNF, FL 32934

TRUETT, LILLIAN N

20070191628550

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

つつつくくくく フライろう MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated January 26, 2007, is made and executed between LILLIAN N TRUETT, whose address is 101 SANDPEBBLE ST, ALABASTER, AL 35007; unmarried (referred to below as "Grantor") and Regions Bank, doing business as AmSouth Bank, whose address is 1235 First Street North, Alabaster, AL 35007 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated May 19, 2003 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON JUNE 3, 2003 IN THE OFFICE OF THE JUDGE OF PROBATE, SHELBY COUNTY ALABAMA IN INSTRUMENT # 20030603000342170, WITH MODIFICATIONS TO THE MORTGAGE MADE ON AUGUST 19, 2005 RECORDED ON SEPTEMBER 19, 2005 IN THE OFFICE OF THE JUDGE OF PROBATE SHELBY COUNTY, ALABAMA AND RECORDED IN INSTRUMENT # 20050919000484120.

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 101 SANDPEBBLE ST, ALABASTER, AL 35007.

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 \$48,000.00 to \$70,000.00.

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 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:** 

LENDER:

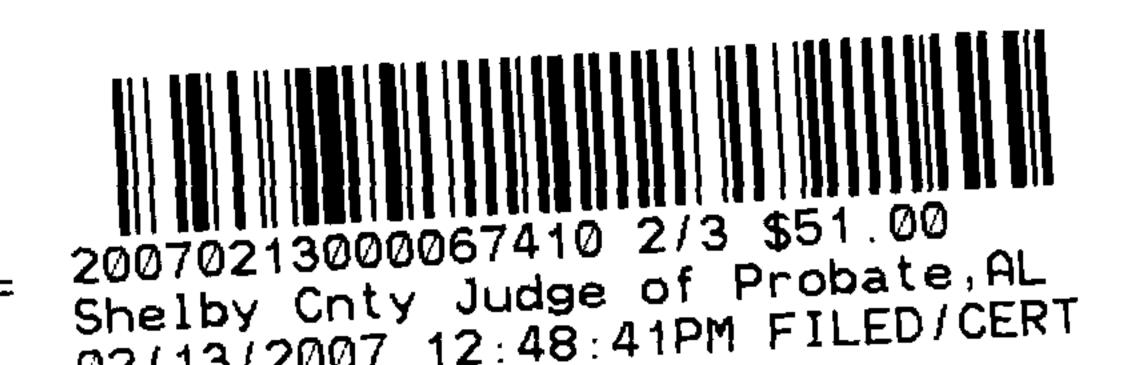
REGIONS, BANK, DOING BUSINESS AS AMSOUTH BANK

EILLIAN N TRUETT

This Modification of Mortgage prepared by:

Name: Shon Hadley Address: P.O. BOX 830721

City, State, ZIP: BIRMINGHAM, AL 35283

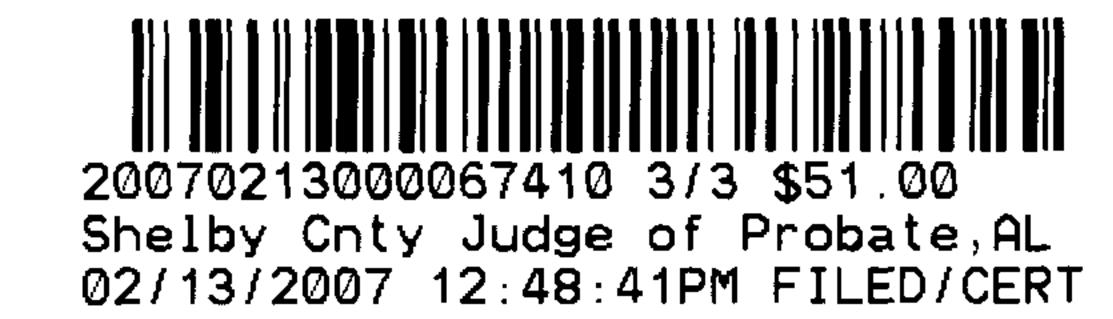


## MODIFICATION OF MORTGAGE (Continued)

## INDIVIDUAL ACKNOWLEDGMENT

STATE OF COOLOGY )	
) (	SS
COUNTY OF Shelly	
I, the undersigned authority, a Notary Public in and for said county in some is signed to the foregoing instrument, and who is known to me, and of said Modification, he or she executed the same voluntarily on the day.  Given under my hand and official seal this day	knowledged before me on this day that, being informed of the contents the same bears date.
My commission expires 04172010	Notary Public
LENDER ACKNOWLEDGMENT	
STATE OF Alabama	
A	SS
COUNTY OF Shelby	
$\mathcal{O}$	
I, the undersigned authority, a Notary Public in and for said county in said	state, hereby certify that <u>UNCULLY</u> BOULE
acknowledged before me on this day that, being informed of the contential authority, executed the same voluntarily for and as the act of said co	ullet
	of Mulling 20 01.
	Mannon
	Notary Public
My commission expires 0417000	Notary Public

LASER PRO Lending, Ver. 5.33.00.004 Copr. Harland Financial Solutions, Inc. 1997, 2007. All Rights Reserved. - AL D:\SYSAPPS\LASERPRO\CFI\LPL\G201.FC TR-319270 PR-152



H033FP4Z

## SCHEDULE A

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

LOT 45, BLOCK 6, ACCORDING TO THE SURVEY OF DB 334 P 391;DB 358 PG 208;PORTSOUTH 2ND SECTOR, AS RECORDED IN MAP BOOK 6 PAGE 37, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

KNOWN: 101 SANDPEBBLE ST

PARCEL: 137263001025000