

WHEN RECORDED MAIL TO:



Record and Return To: Fiserv Lending Solutions 600A N.JohnRodes Blvd JOHNSON, MARK JAKA MELBOURNE, FL 32934

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

071100083070 20070341119070

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated February 7, 2007, is made and executed between MARK J JOHNSON A/K/A MARK JOHNSON, whose address is 237 NORWICK FOREST DR, ALABASTER, AL 350078418; JEAN E JOHNSON F/K/A JEAN E SCHMALE, whose address is 237 NORWICK FOREST DR, ALABASTER, AL 350078418; husband and wife (referred to below as "Grantor") and Regions Bank, doing business as AmSouth Bank, whose address is 101 Office Park Drive, Birmingham, AL 35223 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated February 26, 2004 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON 03-16-2004 IN THE OFFICE OF THE JUDGE OF PROBATE FOR SHELBY COUNTY, ALABAMA IN INSTRUMENT NUMBER 20040316000134280 AND MODIFIED 04-20-2004 AND RECORDED ON 05-04-2004 IN INSTRUMENT NUMBER 20040504000234470.

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 237 NORWICK FOREST DR, 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 \$40,000 to \$60,000.

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 FEBRUARY 7, 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.

JEAN E JOHNSON

GRANTOR:

LENDER:

REGIONS BANK, DOING BUSINESS AS AMSGUTH BANK

Authorized Signer

This Modification of Mortgage prepared by:

Name: Jada Jones

Address: P.O. BOX 830721

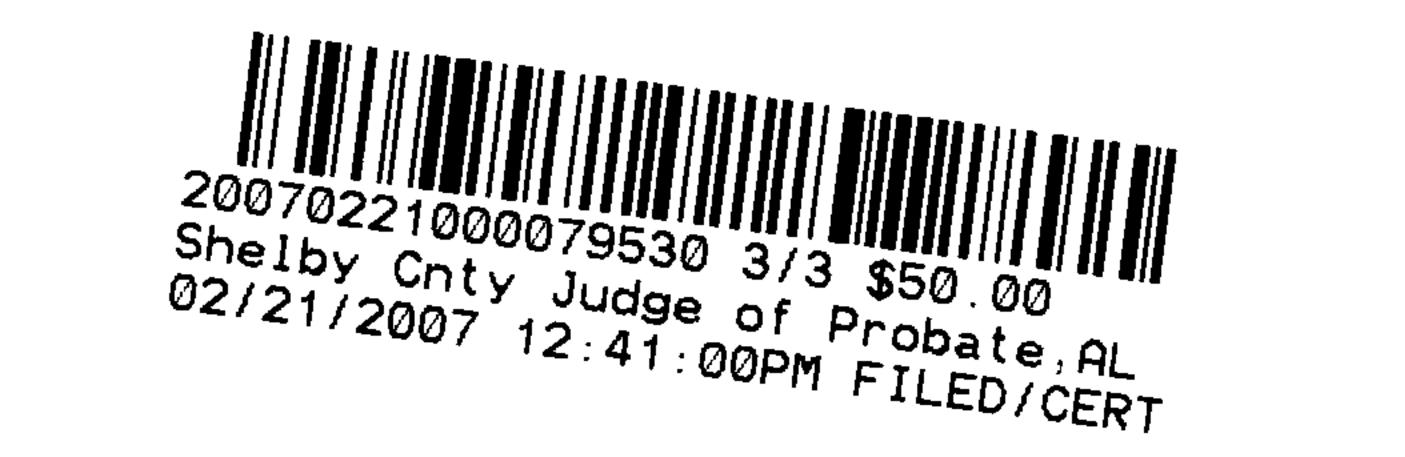
City, State, ZIP: BIRMINGHAM, AL 35283

MODIFICATION OF MORTGAGE (Continued)

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF		
COUNTY OF THE THE TOTAL SON) SS)	
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that MARK J JOHNSON and JEAN E JOHNSON, 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	day of $\frac{\mathcal{PB}}{2}$, $20\frac{\mathcal{D}l}{2}$.	
My commission expires Ary commission Expires MAY 3, 2008	Notary Public	
LENDER ACKNOWLEDGMENT		
STATE OF)	
COUNTY OF TOPPORSON) SS)	
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Notary Public in and for said county in said state, hereby certify that Notary Public SATON S		
My commission expires MY COMMISSION EXPIRES MAY 3, 2008		



H043FHGK

SCHEDULE A

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

LOT 11, BLOCK 4, ACCORDING TO THE SURVEY OF NORWICK FOREST 2 SECTOR, AS RECORDED IN MAP BOOK 13 PAGE 23, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

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KNOWN: 237 NORWICK FOREST DR

PARCEL: 23-2-03-2-001-001-052