200703010000093430 1/3 \$54.95 Shelby Cnty Judge of Probate, AL 03/01/2007 02:31:54PM FILED/CERT

WHEN RECORDED MAIL TO:

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

TOMBRELLO, ROSANNE

20070331435560

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated February 16, 2007, is made and executed between ROSANNE A TOMBRELLO, whose address is 101 STRATFORD CIR, PELHAM, AL 351242707; unmarried (referred to below as "Grantor") and Regions Bank, doing business as AmSouth Bank, whose address is 2228 Pelham Parkway, Pelham, AL 35124 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated June 25, 2004 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED IN SHELBY COUNTY, AL ON 07/19/2004 INSTR # 20040719000399300 PAGES 1-8.

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 STRATFORD CIR, PELHAM, AL 351240000.

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 \$50,300.00.

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 FEBRUARY 16, 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:** 

ROSANNE A TOMBRELLO

LENDER:

REGIONS BANK, DOING BUSINESS AS AMSOUTH BANK

This Modification of Mortgage prepared by:

Name: Jessica Yellock Address: P.O. BOX 830721

(Seal)

City, State, ZIP: BIRMINGHAM, AL 35283

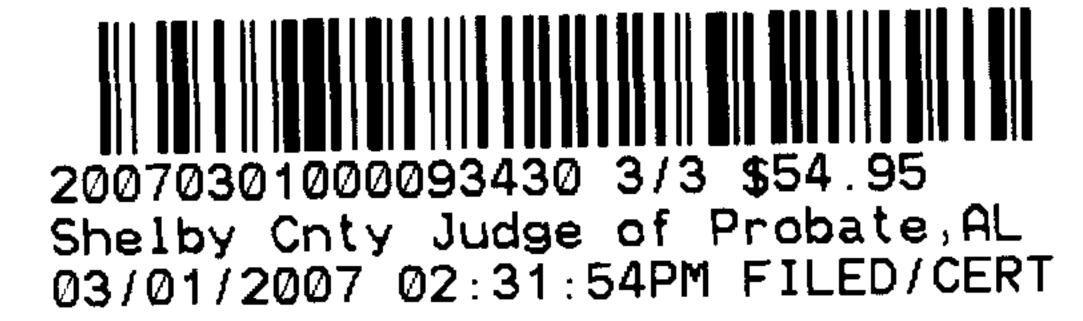
## MODIFICATION OF MORTGAGE (Continued)

Page 2

## INDIVIDUAL ACKNOWLEDGMENT

STATE OF		
county of Shelby	) SS 	
whose name is signed to the foregoing instrur	n and for said county in said state, hereby certify that ROSANNE A TOMBRE nent, and who is known to me, acknowledged before me on this day that, be ed the same voluntarily on the day the same bears date.	ELLO , unmarried, ing informed of the
Given under my hand and official seal this	(Q day of + ebruary ) , 20,07.	
My commission expires 1/9/201(	Notary Public	
	LENDER ACKNOWLEDGMENT	
STATE OF		
	) SS	
COUNTY OF MUDIC	TOSEPH PULLEN	
I, the undersigned authority, a Notary Public in	and for said county in said state, hereby certify that AMS Modification and who a corporation, is signed to the foregoing Modification and who ag informed of the contents of said Modification of Mortgage, he or she, as such as the cost of said corporation.	is known to me, uch officer and with
full authority, executed the same voluntarily fo	and as the act of said corporation	
Given under my hand and official seal this	day of PD, 2001.	(m)
	/ \ ' Notary Flublic X/	

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H053FJHJ

## SCHEDULE A

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

LOT 55, ACCORDING TO THE SURVEY OF STRATFORD PLACE, PHASE 4, AS RECORDED IN MAP BOOK 14 PAGE 69, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

KNOWN: 101 STRATFORD CIR

PARCEL: 11-7-36-3-000-028-135