

WHEN RECORDED MAIL TO:

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Record and Return To: Fiserv Lending Solutions 600A N.JohnRodes Blvd HARP, JEFFREY B AKA MELBOURNE, FL 32934

071100213115 20010381132440 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 JEFFREY B HARP A/K/A JEFFREY BRETT HARP, whose address is 5080 GREYSTONE WAY, BIRMINGHAM, AL 352426427; SUZANNE M HARP, whose address is 5080 GREYSTONE WAY, BIRMINGHAM, AL 352426427; husband and wife (referred to below as "Grantor") and Regions Bank, doing business as AmSouth Bank, whose address is 2268 Brewster Road, Birmingham, AL 35235 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated April 19, 2005 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON 05/12/2005 IN SHELBY COUNTY, AL INSTRUMENT 200512000229610 AND RERECORDED ON 06-27-2005 INSTRUMENT 20050627000316500.

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 5080 GREYSTONE WAY, BIRMINGHAM, AL 352420000.

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 \$75000 to \$150000.

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.

SUZANNE M HARP

**GRANTOR:** 

LENDER:

REGIONS BANK, DOING BUSINESS AS AMSOUTH BANK

(Seal)

This Modification of Mortgage prepared by:

Name: LaQuetta Smoot Address: P.O. BOX 830721

City, State, ZIP: BIRMINGHAM, AL 35283

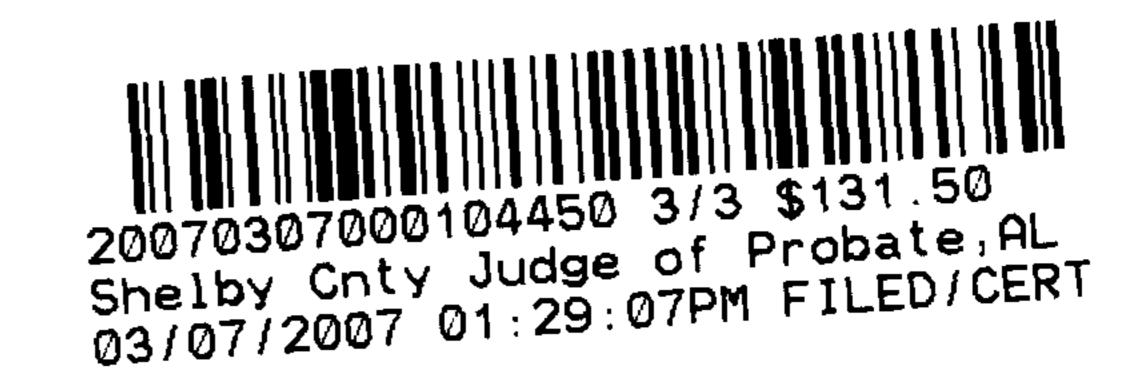
## MODIFICATION OF MORTGAGE (Continued)

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## INDIVIDUAL ACKNOWLEDGMENT

STATE OF Aabuma)
COUNTY OF Shuby
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that JEFFREY B HARP and SUZANNE M HARP, 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 February , 20 07.
My commission expires  NOTARY PUBLIC STATE OF ALL AND AND AND LOCAL STATE OF ALL AND AND AND AND THRU NOTARY PUBLIC UNDERWINSTERS  BONDED THRU NOTARY PUBLIC UNDERWINSTERS
LENDER ACKNOWLEDGMENT
STATE OF Labama
) SS
COUNTY OF Shells
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that
full authority, executed the same voluntarily for and as the act of said corporation.  Given under my hand and official seal this day of day of
Victor Medicia
MY COMMISSION EXPIRES OCTOBER 3, 2010 Notary Public
My commission expires

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## SCHEDULE A

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

LOT 16, ACCORDING TO THE SURVEY OF GREYSTONE 4 SECTOR, AS RECORDED IN MAP BOOK 16 PAGE 89, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

KNOWN: 5080 GREYSTONE WAY

PARCEL: 03-8-33-0-002-001-034