

## WHEN RECORDED MAIL TO:



Record and Return To: Fise v Lending Solutions 600 A N. John Rodes Blvd

LONG. KEVIN J

MFLBOURNE, FL 32934

13000093974

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

(Seal)

## MODIFICATION OF MORTGAGE 20070371044130

THIS MODIFICATION OF MORTGAGE dated February 22, 2007, is made and executed between KEVIN J LONG, whose address is 2000 WILMINGTON PL, BIRMINGHAM, AL 35242; JULIE M LONG, whose address is 2000 WILMINGTON PL, BIRMINGHAM, AL 35242; husband and wife (referred to below as "Grantor") and Regions Bank, doing business as AmSouth Bank, whose address is 5420 Highway 280, Birmingham, AL 35242 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated May 9, 2005 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

MORTGAGE RECORDED 06-08-2005 IN INST#20050608000277400 AND MODIFIED ON 03-17-2006 AND RECORDED 04-05-2006 IN INST#20060405000157580 IN THE JUDGE OF PROBATES OFFICE OF SHELBY COUNTY ALABAMA.

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 2000 WILMINGTON PLACE, BIRMINGHAM, AL 35242.

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 \$279,400.00 to \$327,000.00.

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 FEBRUARY 22, 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.

JULIE M LONG

**GRANTOR:** 

LENDER:

REGIONS BANK, DOING BUSINESS AS AMSOUTH BANK

Authorized Signer

(Seal)

This Modification of Mortgage prepared by:

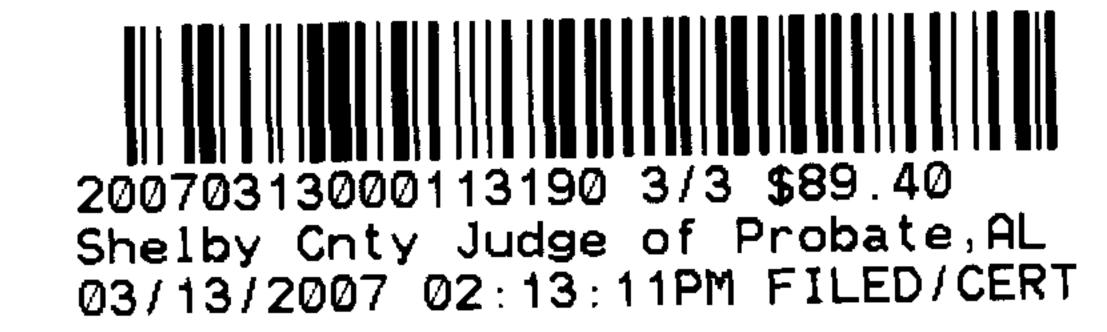
Name: Angela Ramberg Address: P.O. BOX 830721

City, State, ZIP: BIRMINGHAM, AL 35283

## INDIVIDUAL ACKNOWLEDGMENT STATE OF SS COUNTY OF I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that KEVIN J LONG and JULIE M LONG 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. MY COMMISSION EXPIRES OCTOBER 14, 2009 My commission expires LENDER ACKNOWLEDGMENT STATE OF COUNTY OF Shelb 1 I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Vick W Hedick 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 22 day of February MY COMMISSION EXPIRES OCTOBER 14, 2009 My commission expires

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20070313000113190 2/3 \$89.40 Shelby Cnty Judge of Probate, AL 03/13/2007 02:13:11PM FILED/CERT



H058FRHC

## SCHEDULE A

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

LOT 1, ACCORDING TO THE SURVEY OF AMENDED WILMINGTON PLACE, AS RECORDED IN MAP BOOK 29/30 PAGE 98/23 A&B, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

KNOWN: 2000 WILMINGTON PL

PARCEL: 102030004001000