

WHEN RECORDED MAIL TO:

MISKELLEY, RICKY W

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

200703011210380

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

(Seal)

070499917088

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated February 22, 2007, is made and executed between RICKY W MISKELLEY, whose address is 4132 KESTEVEN DR, BIRMINGHAM, AL 352425842; MELISSA MISKELLEY, whose address is 4132 KESTEVEN DR, BIRMINGHAM, AL 352425842; 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 January 23, 2003 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED 02-10-2003 INSTRUMENT #20030210000080610 AND MODIFICATION MORTGAGE RECORDED 06-21-2005 INSTRUMENT #20050621000309300.

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 4132 KESTEVEN DRIVE, 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 \$100000.00 to \$200000.00.

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.

**GRANTOR:** 

RICKY W MISKELLEY

LENDER:

REGIONS BANK, DOING BUSINESS AS AMSOUTH BANK

X (J) (Authorized Signer

(Seal)

(Seal)

This Modification of Mortgage prepared by:

Name: Ada Dailey

Address: P.O. BOX 830721

City, State, ZIP: BIRMINGHAM, AL 35283

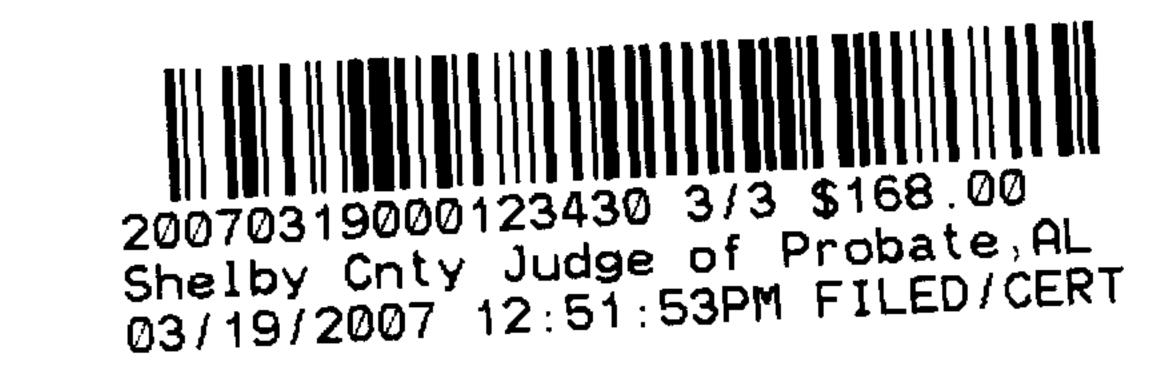
## MODIFICATION OF MORTGAGE (Continued)

20070319000123430 2/3 \$168.00 - Shelby Cnty Judge of Probate, AL 03/19/2007 12:51:53PM FILED/CERT

## INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama	<b>)</b>
	) SS
county of Shelby	
MISKELLEY, husband and wife, whose names are signed	said county in said state, hereby certify that RICKY W MISKELLEY and MELISSA d to the foregoing instrument, and who are known to me, acknowledged before me on lification, they executed the same voluntarily on the day the same bears date.
Given under my hand and official seal this	al day of February, 2007.
MY COMMISSION EXPIRES OCTOBER 14, 2009  My commission expires	
LENDER ACKNOWLEDGMENT	
STATE OF Alabama	
	) SS
county of <u>Shelby</u>	<b>)</b>
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that a corporation, is signed to the foregoing Modification and who is known to me,	
acknowledged before me on this day that, being informed full authority, executed the same voluntarily for and as the	d of the contents of said Modification of Mortgage, he or she, as such officer and with
Given under my hand and official seal this	day of February 2007.  Notary Public
My commission expires MY COMMISSION EXPIRES OCTO	$\mathbf{r}$

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-321113 PR-152



H060B752

## SCHEDULE A

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

LOT 216, ACCORDING TO THE SURVEY OF BROOK HIGHLAND, PHASE 4, SECTION 6, AS RECORDED IN MAP BOOK 15 PAGE 106, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

KNOWN: 4132 KESTEVEN DR

PARCEL: 039300002131000