



SMITH, BETTY J

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

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

070499912857

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated March 6, 2007, is made and executed between BETTY J SMITH, whose address is 11025 17 HWY, ALABASTER, AL 350077627; JOHNNY C SMITH, whose address is 11025 17 HWY, ALABASTER, AL 350077627; wife and husband (referred to below as "Grantor") and Regions Bank, doing business as AmSouth Bank, whose address is 1235 First Street North, Alabaster, AL 35007 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated January 14, 2003 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED IN SHELBY COUNTY AL RECORDED DATE 01-29-03 INST 2003012900053310.

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 11025 HWY 17, ALABASTER, AL 350070000.

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 \$56110 to \$140000.

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 MARCH 6, 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:** 

LENDER:

REGIONS BANK, DOING BUSINESS AS AMSOUTH BANK

**Authorized Signer** 

This Modification of Mortgage prepared by:

Name: Sheila F. Parker Address: P.O. BOX 830721

City, State, ZIP: BIRMINGHAM, AL 35283

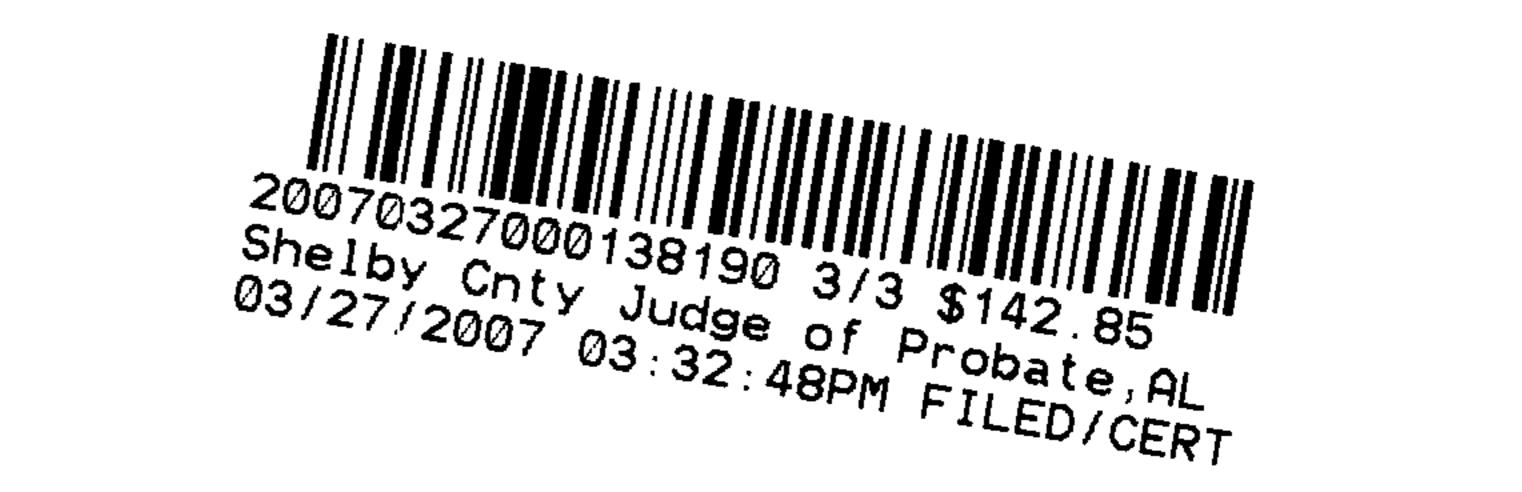
20070327000138190 2/3 \$142.85 Shelby Cnty Judge of Probate, AL 03/27/2007 03:32:48PM FILED/CERT

## INDIVIDUAL ACKNOWLEDGMENT

STATE OF <u>Alabama</u>
) SS
COUNTY OF Shelby
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that BETTY J SMITH and JOHNNY C SMITH, wife and husband, 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
My commission expires 04/17/2010
LENDER ACKNOWLEDGMENT
STATE OF (Makama)
) SS
country of Shelby
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that  Branch Branch 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 outbority avacuted the came valuntarily for and as the act of said corneration
Given under my hand and official seal this day of day of, 20, 20
- Ayunala
<b>Notary Public</b>
My commission expires 04/17/2010

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## SCHEDULE A

THE FOLLOWING REAL PROPERTY SITUATE IN COUNTY OF SHELBY AND STATE OF ALABAMA, DESCRIBED AS FOLLOWS:

A PARCEL OF LAND IN THE SE 1/4 OF THE SW 1/4 OF SECTION 21, TOWNSHIP 21 SOUTH, RANGE 3 WEST, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT WHERE THE NORTH LINE OF THE SE 1/4 OF SW 1/4 OF SECTION 21, TOWNSHIP 21 SOUTH, RANGE 3 WEST, SHELBY COUNTY, ALABAMA, INTERSECTS THE EASTERLY RIGHT OF WAY LINE OF SHELBY COUNTY HIGHWAY NO. 17, AND RUN THENCE EASTERLY ALONG SAID NORTH LINE OF SAID 1/4-1/4 SECTION A DISTANCE OF 621.28, FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF THE SOUTHERN RAILROAD RIGHT OF WAY; THENCE TURN 82 DEGREES 16 MINUTES, 49 SECONDS RIGHT AND RUN SOUTHEASTERLY ALONG SAID RAILROAD RIGHT OF WAY LINE A DISTANCE OF 243.88 FEET TO A POINT; THENCE TURN 86 DEGREES 51 MINUTES 05 SECONDS RIGHT AND RUN WEST SOUTHWESTERLY A DISTANCE OF 665.47 FEET TO A POINT; THENCE TURN 26 DEGREES 32 MINUTES 52 SECONDS RIGHT AND RUN WESTERLY A DISTANCE OF 117.19 FEET TO A POINT ON THE SAME SAID EASTERLY RIGHT OF WAY LINE OF SAID HIGHWAY #17; THENCE TURN 92 DEGREES 49 MINUTES 52 SECONDS RIGHT TO CHORD SAND RUN NORTHEASTERLY ALONG THE CHORD OF A HIGHWAY CURVE A CHORD DISTANCE OF 353.78 FEET TO THE POINT OF BEGINNING.

PARCEL ID: 23-5-21-0-001-030-001

PROPERTY ADDRESS: 11025 HIGHWAY 17