

#### WHEN RECORDED MAIL TO:

Recorr, and Return To: Fiser Lending Solutions 600A N.JohnRodes Blvd MILSON, STEVEN M AK MEL BOURNE, FL 32934

20070461045420 SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

# MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated March 15, 2007, is made and executed between STEVEN M WILSON AKA STEVE M WILSON, whose address is 5212 KIRKWALL LN, BIRMINGHAM, AL 35242; CYNTHIA H WILSON, whose address is 5212 KIRKWALL LN, 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 February 9, 2007 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

MORTGAGE RECORDED 02-23-2007 IN INST#20070223000084890 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 5212 KIRKWALL LANE, BIRMINGHAM, AL 35242.

MODIFICATION. Lander and Grantor hereby modify the Mortgage as follows:

The Credit Limit of 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 \$100,000.00 to \$396,000.00.

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 MARCH 15, 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:

Authorized Signer

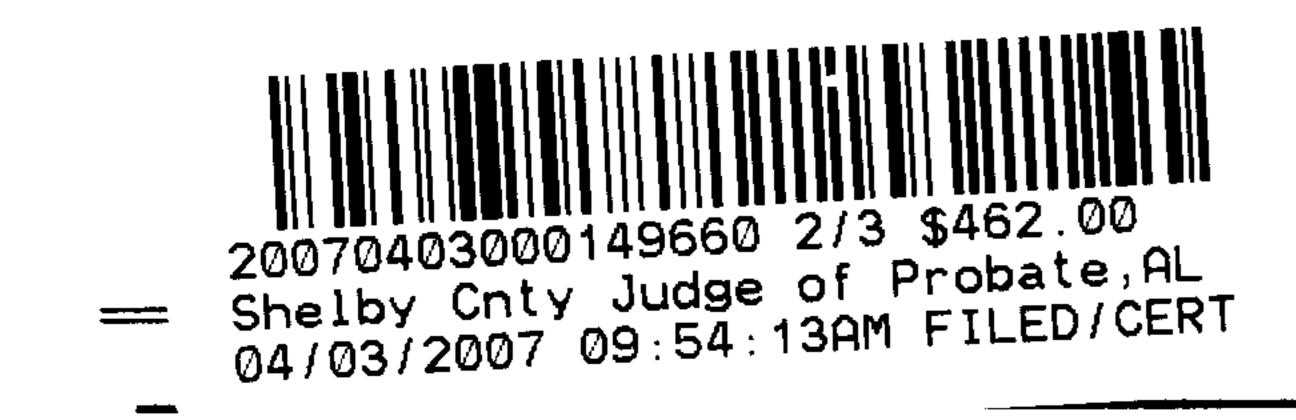
REGIONS BANK, DOING BUSINESS AS AMSOUTH BANK

This Modification of Mortgage prepared by:

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

(Seal)

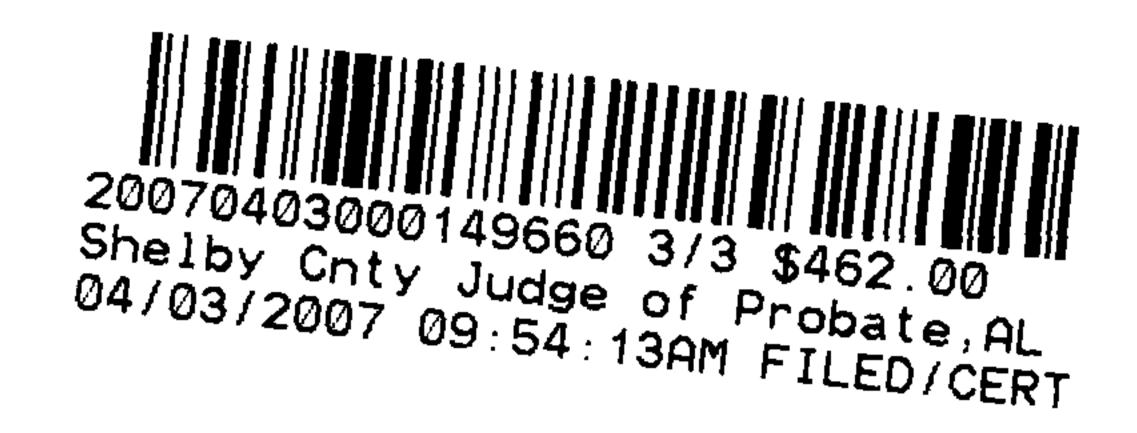
City, State, ZIP: BIRMINGHAM, AL 35283



## MODIFICATION OF MORTGAGE (Continued)

#### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Mabama	
COUNTY OF Shelby	) SS )
I, the undersigned authority, a Notary Public in and for said count WILSON, husband and wife, whose names are signed to the forthis day that, being informed of the contents of said Modification, the	egoing instrument, and who are known to me, acknowledged before me on
Given under my hand and official seal this	day of <u>March</u> , 20 <u>07</u> .
MOTARY PUBLIC STATE OF ALABAMA AT LA MAY COMMISSION EXTRES: Nov. 10, 2  BONDED THRU NOTARY PUBLIC UNDERWR	EOCS
LENDER ACKNOWLEDGMENT	
STATE OF MUDUMA	
COUNTY OF Shelby	) SS )
I, the undersigned authority, a Notary Public in and for said county i	n said state, hereby certify that 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	day of March , 20 07.
	Willie M. Gedrick Notary Public
MY COMMISSION EXPIRES OCTOBER 3. 2010  My commission expires	



H0792041

### SCHEDULE A

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

LOT 24, BLOCK 1, ACCORDING TO THE SURVEY OF KIRKWALL, AS RECORDED IN MAP BOOK 6 PAGE 152, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

KNOWN: 5212 KIRKWALL LN

PARCEL: 10-1-11-0-002-011-000