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200704100000165200 1/3 \$55.40 Shelby Cnty Judge of Probate, AL 04/10/2007 02:13:47PM FILED/CERT



TURNER, RICK LAKA

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

20070591449370

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated March 8, 2007, is made and executed between RICK L TURNER A/K/A RICKEY L TURNER, whose address is 12 S FORTY RD, ALABASTER, AL 35007; unmarried (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 April 22, 2004 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON 05-13-2004 IN THE OFFICE OF THE JUDGE OF PROBATE SHELBY COUNTY, AL IN INSTRUMENT # 20040513000254030.

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 12 S FORTY RD, ALABASTER, AL 35007.

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 \$37,225.00 to \$62,775.00.

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 8, 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:

RICK L TURNER

Authorized Signer

REGIONS BANK, DOING BUSINESS AS AMSOUTH BANK

This Modification of Mortgage prepared by:

Name: Doris Dawkins

Address: P.O. BOX 830721

(Seal)

City, State, ZIP: BIRMINGHAM, AL 35283

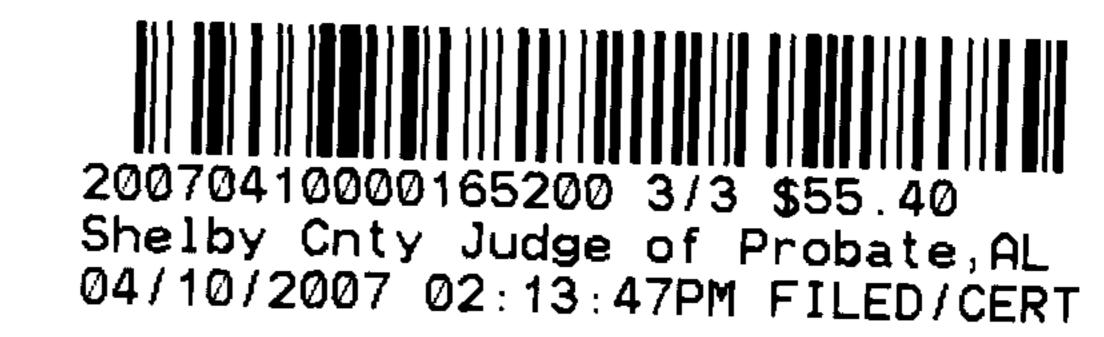
## MODIFICATION OF MORTGAGE (Continued)

Page 2

## INDIVIDUAL ACKNOWLEDGMENT

STATE OF Walnume )
country of Shellows )
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that RICK L TURNER, unmarried, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Modification, he or she executed the same voluntarily on the day the same bears date.
Given under my hand and official seal this day of day of House long and official seal this day of day of House long and official seal this day of
My commission expires
LENDER ACKNOWLEDGMENT
STATE OF
COUNTY OF Shelby
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that
Given under my hand and official seal this day of \( \frac{\frac{1}{1} \frac{1}{1} \
My commission expires 04/17/2010

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H0725443

## SCHEDULE A

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

LOT 12, ACCORDING TO THE SURVEY OF SOUTH 40, AS RECORDED IN MAP BOOK 11 PAGE 102, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

KNOWN: 12 S FORTY RD

PARCEL: 22-4-18-0-000-002-013