



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

20070851502090

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

## 12000254162 5000254162 MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated March 30, 2007, is made and executed between SANDRA W WALLER A/K/A SANDRA WYLLIE WALLER, whose address is 144 KINGS CREST LN, PELHAM, AL 351242805; CHARLES DOUGLAS WALLER, whose address is 144 KINGS CREST LN, PELHAM, AL 351242805; wife and husband (referred to below as "Grantor") and Regions Bank, doing business as AmSouth Bank, whose address is 2228 Pelham Parkway, Pelham, AL 35124 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated November 27, 2006 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON 12-14-2006 IN THE OFFICE OF THE JUDGE OF PROBATE FOR SHELBY COUNTY, ALABAMA IN INSTRUMENT NUMBER 20061214000609840.

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 144 KINGS CREST LN, PELHAM, AL 35124.

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 \$80,000 to \$100,000.

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 30, 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:** 

x Charle Day Lac (Maller (Seal)

LENDER:

Authorized Signer

REGIONS BANK, DOING BUSINESS AS AMSOUTH BANK

This Modification of Mortgage prepared by:

Name: Jada Jones

Address: P.O. BOX 830721

(Seal)

City, State, ZIP: BIRMINGHAM, AL 35283

## MODIFICATION OF MORTGAGE (Continued)

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## INDIVIDUAL ACKNOWLEDGMENT

STATE OF AL	
	) SS
county of <u>Shelby</u>	)
	nty in said state, hereby certify that SANDRA W WALLER and CHARLES to the foregoing instrument, and who are known to me, acknowledged before cation, they executed the same voluntarily on the day the same bears date.
Given under my hand and official seal this $30$	day of MNUh 1 ,20 17.
My commission expires 1/9/2011	Notary Public
LENDER ACKNOWLEDGMENT	
STATE OF	
· · · · · · · · · · · · · · · · · · ·	) SS
COUNTY OF UKUNU	
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that	
	contents of said Modification of Mortgage, he or she, as such officer and with
Given under my hand and official seal this 70	day of ///////////////////////////////////
	LANDE VITAL
	Notary Public
My commission expires 1/9/201/	

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## SCHEDULE A

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

LOT 87, ACCORDING TO THE SURVEY OF WEATHERLY OXFORD SECTOR 10, AS RECORDED IN MAP BOOK 19 PAGE 38, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

KNOWN: 144 KINGS CREST LN

PARCEL: 149290000001104