



MOORE, CHARLES H

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

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

070499953778

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated April 2, 2007, is made and executed between CHARLES H MOORE, whose address is 19949 HWY 25, COLUMBIANA, AL 35051; BARBARA A MOORE, whose address is 19949 HWY 25, COLUMBIANA, AL 35051; husband and wife (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 4, 2003 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED 04/17/2003 2003041700233080 7 PAGES IN SHELBY COUNTY.

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 19949 HWY 25, COLUMBIANA, AL 35051.

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 \$65,000 to \$94,400.

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 APRIL 2, 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:

(Charlet IV Coole (Seal)

BARBARA A MOORE

LENDER:

REGIONS-BANK, DOING BUSINESS AS AMSOUTH BANK

This Modification of Mortgage prepared by:

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

(Seal)

City, State, ZIP: BIRMINGHAM, AL 35283

MODIFICATION OF MORTGAGE (Continued)

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF alama
) SS
COUNTY OF Shelby
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that CHARLES H MOORE and BARBARA A MOORE, husband and wife, 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
My commission expires
LENDER ACKNOWLEDGMENT
STATE OF alabama
) SS
county of Shelly
country of Shelly) I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that
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 of the contents of said Modification of Mortgage, he or she, as such officer and with
COUNTY OF Shelloy) 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

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20070416000174820 3/3 \$61.10 Shelby Cnty Judge of Probate, AL 04/16/2007 01:11:16PM FILED/CERT

H0956648

SCHEDULE A

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

PART OF THE NW ¼ OF THE NE ¼, SECTION 34, TOWNSHIP 21 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID 1/4-1/4 SECTION, RUN SOUTHERLY ALONG THE EAST LINE O8F SAID 1/4-1/4 SECTION 577.76 FEET, THENCE TURN RIGHT 86 DEG. 42 MIN. AND RUN IN A WESTERLY DIRECTION FOR 399.72 FEET TO THE NORTHWESTERLY HIGHWAY RIGHT-OF-WAY LINE, BEING THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUE ON THE SAME COURSE 150 FEET; THENCE TURN AN ANGLE OT THE RIGHT OF 111 DEG. 48 MIN. AND RUN NORTHEASTERLY 107.70 FEET; THENCE TURN AN ANGLE TO THE RIGHT OF 68 DEG. 12 MIN. AND RUN EASTERLY FOR 110 FEET; THENCE TURN AN ANGLE TO THE RIGHT OF 19 DEG. 12 MIN. 30 SEC. AND RUN SOUTHEASTERLY FOR 66.89 FEET TO THE RIGHT OF 109 DEG. 32 MIN. 30 SEC. AND RUN SOUTHERLY ALONG SAID HIGHWAY RIGHT-OF-WAY LINE 100 FEET TO THE POINT OF BEGINNING.

PARCEL ID: 21-8-34-1-001-026.000

PROPERTY ADDRESS: 19949 HIGHWAY 25