



SIVERT, DONALD E AK

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

00070921218400

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated April 4, 2007, is made and executed between DONALD E SIVERT A/K/A DONALD EUGENE SIVERT, whose address is 325 TENNYSON DR, PELHAM, AL 351241946; GLADYS MARIE SIVERT, whose address is 325 TENNYSON DR, PELHAM, AL 351241946; husband and wife (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 August 22, 2005 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON 09-19-2005 IN THE OFFICE OF THE JUDGE OF PROBATE FOR SHELBY COUNTY, ALABAMA IN INSTRUMENT NUMBER 20050919000484570.

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 325 TENNYSON DR, PELHAM, AL 35124.

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

The Gredit 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 \$25,000 to \$35,000.

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 AFRIL 4, 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:

DONALD E CIVEDE (Seal)

X XILC

(Seal)

LENDER:

REGIONS BANK, DOING BUSINESS AS AMSOUTH BANK

Authorized Signer

(Seal)

This Modification of Mortgage prepared by:

Name: Jada Jones

Address: P.O. BOX 830721
City State 715 RIBMINICHAE

City, State, ZIF: BIRMINGHAM, AL 35283

INDIN	IDUAL ACKNOWLEDGME	
STATE OF AL		20070418000180700 2/3 \$33.00
county of Shelby		Shelby Cnty Judge of Probate, AL 04/18/2007 02:14:16PM FILED/CERT
I, the undersigned authority, a Notary Public in and for SIVERT, husband and wife, whose names are signed day that, being informed of the contents of said Modif	to the foregoing instrument, and who a	re known to me, acknowledged before me on this
Given under my hand and official seal this	day of	20/1
My commission expires 1/9/0011		Notary Public
LENDER ACKNOWLEDGMENT		
STATE OF AL)	
county of Shely) \$3	
I, the undersigned authority, a Notary Public in and for	r said county in said state, hereby certify a corporation, is signed to the fo	that Coulte Fletcher regoing Modification and who is known to me,
acknowledged before me on this day that, being inforfull authority, executed the same voluntarily for and as	s the act of said corporation.	n of Mortgage, he or she, as such officer and with
Given under my hand and official seal this	day of	tous fath
My commission expires //9/2011		Notary Public

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SCHEDULE "A"

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

A PARCEL OF LAND SITUATED IN SECTION 14, TOWNSHIP 20 SOUTH, RANGE 3 WEST, SHELBY COUNTY, ALABAMA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NW CORNER OF THE NW ¼ OF THE SW ¼ OF SECTION 14, TOWNSHIP 20 SOUTH, RANGE 3 WEST; SAID POINT BEING THE POINT OF BEGINNING; ;THENCE EAST ALONG THE NORTH LINE OF SAID 1/4-1/4 SECTION 230.00 FEET; THENCE RIGHT 88 DEGREES 25 MINUTES 20 SECONDS A DISTANCE OF 238.13 FEET; THENCE RIGHT 91 DEGREES 36 MINUTES 26 SECONDS A DISTANCE OF 229.88 FEET TO A POINT ON THE WEST LINE OF SAID ¼-1/4 SECTION: THENCE RIGHT 88 DEGREES 21 MINUTES 35 SECONDS AND RUN NORTH ALONG SAID WEST LIEN 238.02 FEET TO THE POINT OF BEGINNING.

AND ALSO AN EASEMENT FOR INGRESS AND EGRESS, AS RECORDED IN DEED BOOK 11, PAGE 123, IN THE OFFICE OF THE JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA; TWENTY FEET IN WIDTH, LYING TEN FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE. ALL LYING IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 20 SOUTH, RANGE 3 WEST, HUNTSVILLE MERIDIAN, SHELBY COUNTY, ALABAMA; COMMENCE AT THE NW CORNER OF THE NW 1/4 OF THE SW 1/4 OF SAID SECTION, THENCE IN A SOUTHERLY DIRECTION ALONG AND WITH THE WEST LIEN OF SAID 1/4-1/4 SECTION 217.89 FEET TO A POINT; THENCE WITH A DEFLECTION ANGLE OF 88 DEGREES 22 MINUTES LEFT, 191.52 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF SAID INGRESS-EGRESS EASEMENT; THENCE WITH A DEFLECTION OF 72 DEGREES 36 MINUTES 40 SECONDS RIGHT333.20 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 68 DEGREES 04 MINUTES 50 SECONDS AND A RADIUS OF 103.62 FEET; THENCE ALONG THE ARC OF SAID CURVE 123.13 FEET TO THE END OF SAID CURVE; THENCE TANGENT TO SAID CURVE 122.0 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY MARGIN OS SHELBY COUNTY HIGHWAY 279, AND THE END OF SAID EASEMENT

KNOWN: 325 TENNYSON DR

PARCEL: 136143001003001