



SCARBOROUGH, CHARLE

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

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

130000077200

20070120804380

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated January 29, 2007, is made and executed between CHARLES N SCARBOROUGH, whose address is 231 COUNTRY RIDGE RD, MONTEVALLO, AL 35115; 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 July 28, 2004 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON 10/26/04 IN THE OFFICE OF THE JUDGE OF PROBATE FOR SHELBY COUNTY, ALABAMA INSTRUMENT 20041026000590560.

**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 231 COUNTRY RIDGE RD, MONTEVALLO, AL 35115.

**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 \$75000 to \$150000.

**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 endorers 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 JANUARY 29, 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 Charles N Scarborough (Seal)  
CHARLES N SCARBOROUGH

LENDER:

REGIONS BANK, DOING BUSINESS AS AMSOUTH BANK

X James F. Frady (Seal)  
Authorized Signer

This Modification of Mortgage prepared by:

Name: Carol McCorkle  
Address: P.O. BOX 830721  
City, State, ZIP: BIRMINGHAM, AL 35283

MODIFICATION OF MORTGAGE  
(Continued)

Page 2

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama

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COUNTY OF Shelby

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, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **CHARLES N SCARBOROUGH**, 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 29th day of January, 2007.

Mckenzie Wynn Donaldson  
Notary Public

My commission expires 4-17-2010

LENDER ACKNOWLEDGMENT

STATE OF Alabama

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COUNTY OF Shelby

) SS

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, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that AmSouth Bank 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 full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 29th day of January, 2007.


Mckenzie Wynn Donaldson  
Notary Public

My commission expires 4-17-2010



20070426000193730 2/3 \$129.50  
Shelby Cnty Judge of Probate, AL  
04/26/2007 01:15:44PM FILED/CERT

H033FP22

  
20070426000193730 3/3 \$129.50  
Shelby Cnty Judge of Probate, AL  
04/26/2007 01:15:44PM FILED/CERT

## **SCHEDULE "A"**

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

**A PARCEL OF LAND IN THE SW ¼ OF THE SE ¼, SECTION 34, TOWNSHIP 21 SOUTH, RANGE 3 WEST, SHELBY COUNTY, ALABAMA, DESCRIBED AS FOLLOWS: FROM THE SOUTHEAST CORNER OF THE SAID ¼ ¼ SECTION, RUN DUE NORTH ALONG THE CENTER OF A 60 FOOT CHERT ROAD 349.7 FEET TO THE BEGINNING POINT OF SUBJECT LOT; FROM SAID POINT, CONTINUE SAID COURSE ALONG SAID LINE 349.7 FEET; THENCE DEFLECT LEFT 87 DEG. 36 MIN. FOR 671.9 FEET; THENCE DEFLECT LEFT 92 DEG. 24 MIN. FOR 349.7 FEET; THENCE DEFLECT LEFT 87 DEG. 36 MIN. FOR 671.9 FEET BACK TO THE BEGINNING POINT; BEING SITUATED IN SHELBY COUNTY, ALABAMA.**

**KNOWN: 231 COUNTRY RIDGE ROAD**

**PARCEL: 238340001001003**