



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

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

130000077266 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 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 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:

LENDER:

REGIONS BANK, DOING BUSINESS AS AMSOUTH BANK

This Modification of Mortgage prepared by:

Name: Carol McCorkle Address: P.O. BOX 830721

(Seal)

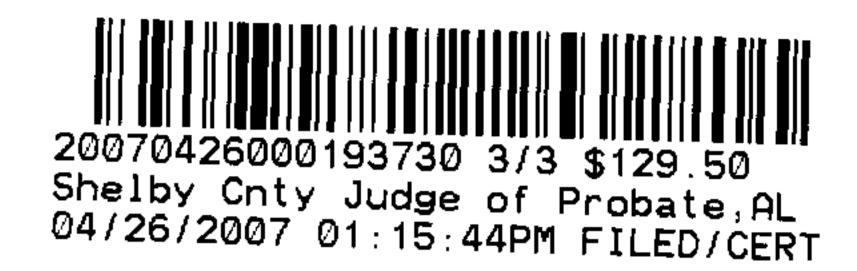
City, State, ZIP: BIRMINGHAM, AL 35283

INDIVIDUAL ACKNOWLEDGMENT	
STATE OF OLOUDAMA	
	,) SS
COUNTY OF Shilly)
) — — — — — — — — — — — — — — — — — — —	
	ty in said state, hereby certify that CHARLES N SCARBOROUGH , unmarried , known to me, acknowledged before me on this day that, being informed of the tarily on the day the same bears date.
Siven under my hand and official seal this 244	day of $January$, 2007 .
	McChine Mothery Public
Ny commission expires 4-17-2010	
LENDER A	CKNOWLEDGMENT
STATE OF CLOCK	
	') SS
COUNTY OF Shellay)
, the undersigned authority, a Notary Public in and for said county	v in said state, hereby certify that $AwSa/th$ Bank
a corpo	pration, is signed to the foregoing infodification and who is known to me,
ull authority, executed the same voluntarily for and as the act of	contents of said Modification of Mortgage, he or she, as such officer and with said corporation.
Given under my hand and official seal this 2970	day of Januaru, 2007.
· · · · · · · · · · · · · · · · · · ·	MOKINAMONOMONI
	Notary Public
Ay commission expires 1 20)	

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20070426000193730 2/3 \$129.50 Shelby Cnty Judge of Probate, AL 04/26/2007 01:15:44PM FILED/CERT H033FP22



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 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