20070426000193810 1/3 \$62.00 Shelby Cnty Judge of Probate, AL 04/26/2007 01:33:11PM FILED/CERT



THOM JR, GEORGE

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

20070991133070

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

071100221985

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated April 12, 2007, is made and executed between GEORGE THOM JR, whose address is 518 CAHABA MANOR LN, PELHAM, AL 35124; unmarried (referred to below as "Grantor") and Regions Bank, doing business as AmSouth Bank, whose address is 1849 Highway 31 South, Birmingham, AL 35244 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated April 14, 2005 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON 04/29/2005 IN THE OFFICE OF THE JUDGE OF PROBATE FOR SHELBY COUNTY, ALABAMA IN 20050429000206310 1/8.

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 518 CAHABA MANOR 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 \$54,000 to \$84,000.

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 APRIL 12, 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:** 

GEORGE THOM/JR

(Seal)

LENDER:

REGIONS BANK, DOING BUSINESS AS AMSOUTH BANK

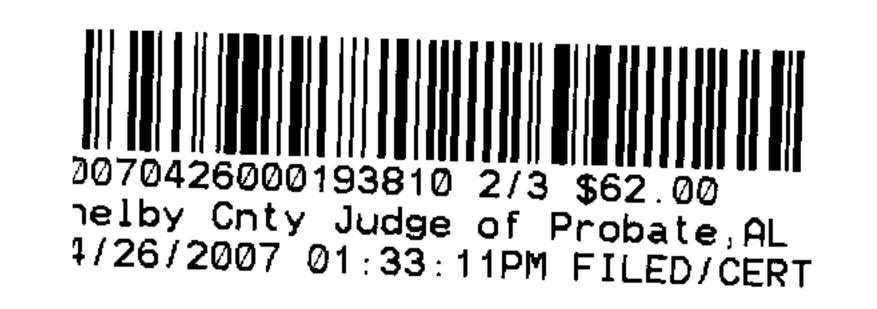
Authorized Signer

(Seal)

This Modification of Mortgage prepared by:

Name: Brook Hollabaugh Address: P.O. BOX 830721

City, State, ZIP: BIRMINGHAM, AL 35283



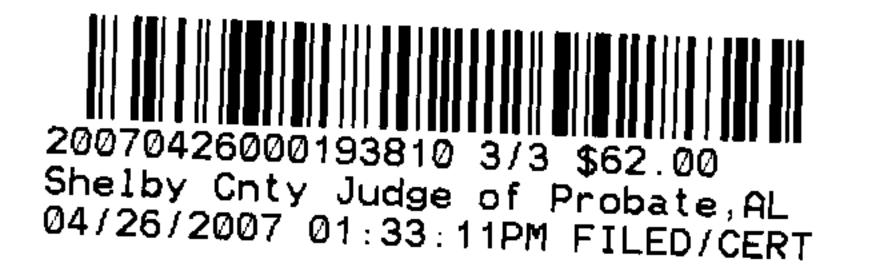
## MODIFICATION OF MORTGAGE (Continued)

Page 2

## INDIVIDUAL ACKNOWLEDGMENT

STATE OF MINIMUS	ì	
COUNTY OF JULY SUI	) SS )	
I, the undersigned authority, a Notary Public name is signed to the foregoing instrument, ar of said Modification, he or she executed the sa Given under my hand and official seal this	nd who is known to me, acknowledged b	reby certify that GEORGE THOM JR, unmarried, whose before me on this day that, being informed of the contents and the contents of the contents
Given under my hand and official seal this	day of	(1))))
My commission expires MULLS		Notary Public
	LENDER ACKNOWLEDGI	MENT
$\sim$ 0		
STATE OF Cilabana	)	
	) SS	
COUNTY OF Jefferson		
I the undersigned authority a Notary Public in	and for eaid county in eaid state, barab	coordify that the second secon
i, the undersigned authority, a Notary Public III	a corporation, is signed to	certify that <u>とっているとういったっている</u> the foregoing Modification and who is known to me,
acknowledged before me on this day that, being full authority, executed the same voluntarily for	ing informed of the contents of said Modern and as the act of said corporation.	dification of Mortgage, he or she, as such officer and with
Given under my hand and official seal this	day of	Jul 2007.
	AT ABARGA ATS ARCS	Notary Public
My commission expires MY COMMISSION EXPERIENCE THE NOTARY PA	MARS: Apr (A)	

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H106FKT0

## **SCHEDULE A**

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

LOT 13, ACCORDING TO THE SURVEY OF CROSSCREEK COVE, AS RECORDED IN MAP BOOK 32 PAGE 72, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

KNOWN: 518 CAHABA MANOR LN

PARCEL: 13-1-11-1-005-013-000