

WHEN RECORDED MAIL TO:



SMELCER, DAVID J

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

12000016507  
20071310854080

**MODIFICATION OF MORTGAGE**

**THIS MODIFICATION OF MORTGAGE** dated May 21, 2007, is made and executed between **DAVID J SMELCER**, whose address is **1001 BRIARCLIFF TRCE, BIRMINGHAM, AL 352427829**; unmarried (referred to below as "Grantor") and **Regions Bank**, doing business as **AmSouth Bank**, whose address is **9178 Parkway East, Birmingham, AL 35206** (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated March 1, 2006 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

**RECORDED 03-17-2006 I#20060317000126960 SHELBY CO.**

**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 **1001 BRIARCLIFF TRCE, BIRMINGHAM, AL 352420000**.

**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 \$50,000 to \$100,000.**

**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 endorser 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 MAY 21, 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  (Seal)  
DAVID J SMELCER

LENDER:

REGIONS BANK, DOING BUSINESS AS AMSOUTH BANK

X  (Seal)  
Authorized Signer

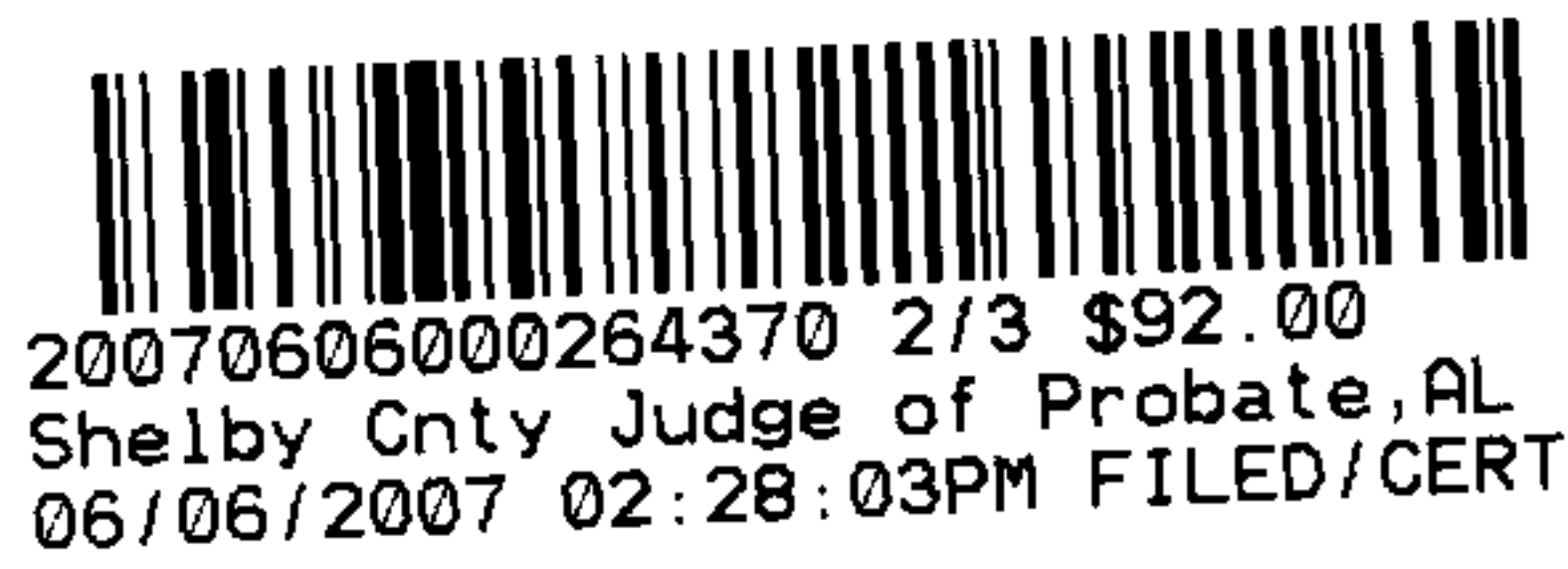
This Modification of Mortgage prepared by:

Name: Tasha Wooten  
Address: P.O. BOX 830721  
City, State, ZIP: BIRMINGHAM, AL 35283

MODIFICATION OF MORTGAGE  
(Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama )  
 ) SS  
COUNTY OF Jefferson )



I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **DAVID J SMELCER** , **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 21<sup>st</sup> day of May 2007.  
Shannon L. Myrick  
Notary Public

My commission expires June 17, 2009


LENDER ACKNOWLEDGMENT

STATE OF Alabama )  
 ) SS  
COUNTY OF Jefferson )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Shannon L. Myrick  
of 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 21<sup>st</sup> day of May 2007.  
Ashley Long  
Notary Public

My commission expires 11-29-2010

  
20070606000264370 3/3 \$92.00  
Shelby Cnty Judge of Probate,AL  
06/06/2007 02:28:03PM FILED/CERT

H145FJWV

## **SCHEDULE A**

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

LOT 2419, ACCORDING TO THE SURVEY OF SUNNY BROOK HIGHLAND  
24TH SECTOR, AN EDDLEMAN COMM, AS RECORDED IN MAP BOOK 28 PAGE  
17, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

KNOWN: 1001 BRIARCLIFF TRCE

PARCEL: 03-9-30-0-004-018.000