

20070817000387950 1/3 \$25.50
Shelby Cnty Judge of Probate, AL
08/17/2007 09:48:17AM FILED/CERT

WHEN RECORDED MAIL TO:



MCCONNELL, DAVID

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



REGIONS

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MODIFICATION OF MORTGAGE

20071731534021 071100196237



DOC48002000000052990711001962370000000

THIS MODIFICATION OF MORTGAGE dated June 25, 2007, is made and executed between DAVID MCCONNELL, whose address is 1973 LAKEMONT DR, BIRMINGHAM, AL 35244; ANNA MCCONNELL A/K/A ANNA R MCCONNELL, whose address is 1973 LAKEMONT DR, BIRMINGHAM, AL 35244; husband and wife (referred to below as "Grantor") and Regions Bank, whose address is 2531 John Hawkins Parkway, Birmingham, AL 35244 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated February 7, 2005 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON 02/23/2005 IN THE OFFICE OF THE JUDGE OF PROBATE FOR SHELBY COUNTY.

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 1973 LAKEMONT DR, BIRMINGHAM, AL 35244.

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 \$55,000.

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 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 JUNE 25, 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 David McConnell (Seal)
DAVID MCCONNELL

x Anna McConnell (Seal)
ANNA MCCONNELL

LENDER:

REGIONS BANK

x [Signature] (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: Brook Hollabaugh
Address: P.O. BOX 830721
City, State, ZIP: BIRMINGHAM, AL 35283

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama

)

COUNTY OF Jefferson

) SS

)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **DAVID MCCONNELL** and **ANNA MCCONNELL**, husband and wife, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of said Modification, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 25 day of June, 20 07.

My Commission Expires

July 7, 2010

My commission expires

Notary Public

LENDER ACKNOWLEDGMENT

STATE OF Alabama

)

COUNTY OF Montgomery

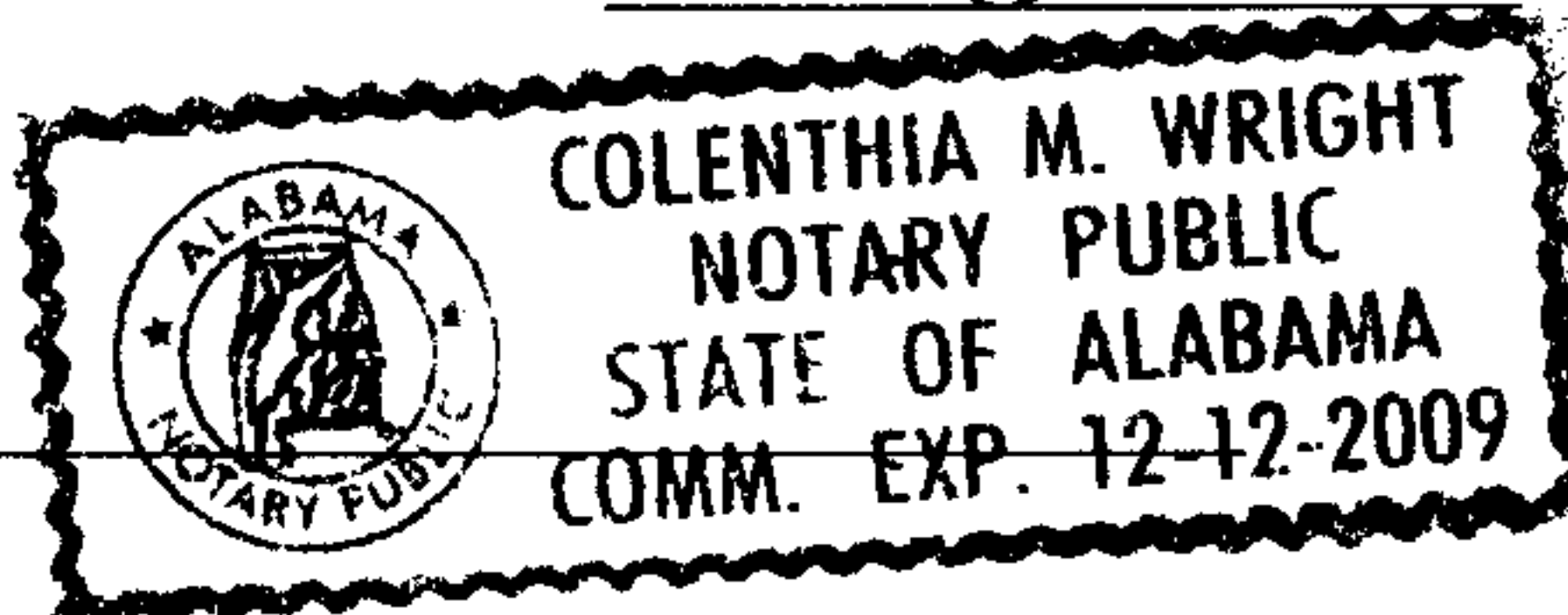
) SS

)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Debbie Graydon 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 3rd day of August, 20 07.

My commission expires



Notary Public

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SCHEDULE A

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

LOT 16, ACCORDING TO THE SURVEY OF SOUTH POINTE, AS RECORDED
IN MAP BOOK 15 PAGE 24, IN THE PROBATE OFFICE OF SHELBY COUNTY,
ALABAMA.

KNOWN: 1973 LAKEMONT DR

PARCEL: 133060001003141