

20070925000448790 1/3 \$48.00
Shelby Cnty Judge of Probate, AL
09/25/2007 09:40:53AM FILED/CERT



AYCOCK, KRISSIE B*

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

125000253453



REGIONS

20071921651258 -L

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated August 3, 2007, is made and executed between KRISSIE B AYCOCK, AKA KRISSIE AYCOCK, whose address is 205 WINDSTONE PKWY, CHELSEA, AL 350439683; JOEL W AYCOCK, whose address is 205 WINDSTONE PKWY, CHELSEA, AL 350439683; wife and husband (referred to below as "Grantor") and Regions Bank, whose address is 5420 Highway 280, Birmingham, AL 35242 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated November 24, 2006 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON 12-13-2006 IN THE JUDGE OF PROBATE FOR SHELBY COUNTY, ALABAMA IN INSTR#20061213000608190.

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 205 WINDSTONE PKWY, CHELSEA, AL 35043.

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 \$10,000.00 to \$30,000.00.

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 AUGUST 3, 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 Krissie Aycock (Seal)
KRISSIE B AYCOCK

X Joel W Aycock (Seal)
JOEL W AYCOCK

LENDER:

REGIONS BANK

X Donna Heigl (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: Donna Heigl
Address: P.O. BOX 830721
City, State, ZIP: BIRMINGHAM, AL 35283

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Shelby)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **KRISSIE B AYCOCK** and **JOEL W AYCOCK**, **wife and husband**, 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 3rd day of August, 2007
Kelli Rineer
Notary Public

MY COMMISSION EXPIRES MAY 1, 2011

My commission expires _____

LENDER ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Shelby)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Amsouth 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, 2007
Kelli Rineer
Notary Public

MY COMMISSION EXPIRES MAY 1, 2011

My commission expires _____



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SCHEDULE A

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

LOT 20, ACCORDING TO THE SURVEY OF WINDSTONE 2, AS RECORDED
IN MAP BOOK 25 PAGE 110, IN THE PROBATE OFFICE OF SHELBY COUNTY,
ALABAMA.

KNOWN: 205 WINDSTONE PKWY

PARCEL: 15-3-05-2-002-002-021