

WHEN RECORDED MAIL TO:



HAMBY, DWAIN R*

Record and Return To:
Fiserv Lending Solutions
600A N. John Rodes Blvd
MELBOURNE, FL 32934

2007 2331518050

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



REGIONS

90704999388520

MODIFICATION OF MORTGAGE



DOC48002000005299070499938852000000000

THIS MODIFICATION OF MORTGAGE dated August 31, 2007, is made and executed between DWAIN R HAMBY, AKA DWAIB R HAMBY, AKA DWAIN HAMBY, whose address is 6587 QUAIL RUN DR, PELHAM, AL 3512; KAREN G HAMBY, AKA KAREN HAMBY, whose address is 6587 QUAIL RUN DR, PELHAM, AL 35124; husband and wife (referred to below as "Grantor") and Regions Bank, whose address is 2228 Pelham Parkway, Pelham, AL 35124 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated March 12, 2003 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON 03-26-2003 IN THE OFFICE OF THE JUDGE OF PROBATE FOR SHELBY COUNTY, ALABAMA IN INSTRUMENT 20030326000180310 AND MODIFIED ON 01-14-2005 AND RECORDED ON 02-08-2005 IN INSTRUMENT 20050208000064270.

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 6587 QUAIL RUN DR, 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 \$30,000.00 to \$124,000.00.

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 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 AUGUST 31, 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.

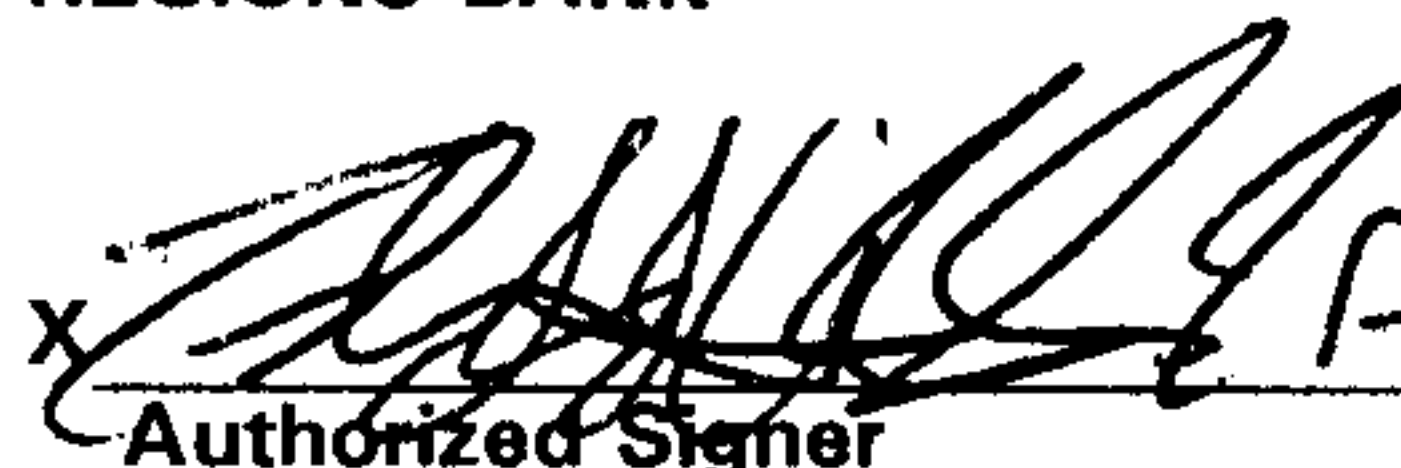
GRANTOR:

X  (Seal)
DWAIN R HAMBY

X  (Seal)
KAREN G HAMBY

LENDER:

REGIONS BANK

X  (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: Brandi McGuire
Address: P.O. BOX 830721
City, State, ZIP: BIRMINGHAM, AL 35283

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Al

)

) SS

COUNTY OF Shelby

)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **DWAIN R HAMBY and KAREN G HAMBY**, 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 31 day of Aug 2007, 20

MISTY DAWN RIGDON
NOTARY PUBLIC ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES DECEMBER 1, 2010

My commission expires _____

Notary Public

LENDER ACKNOWLEDGMENT

STATE OF Al

)

) SS

COUNTY OF Shelby

)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Regions 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 31 day of Aug 2007, 20

MISTY DAWN RIGDON
NOTARY PUBLIC ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES DECEMBER 1, 2010

My commission expires _____

Notary Public

20070925000448920 3/3 \$162.00
Shelby Cnty Judge of Probate, AL
09/25/2007 09:58:47AM FILED/CERT

H2493274

SCHEDULE A

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

LOT 20, ACCORDING TO THE SURVEY OF QUAIL RUN, PHASE 2, AS
RECORDED IN MAP BOOK 11 PAGE 83, IN THE PROBATE OFFICE OF SHELBY
COUNTY, ALABAMA.

KNOWN: 6587 QUAIL RUN DR

PARCEL: 109290002082000