

WHEN RECORDED MAIL TO:



CUNNINGHAM, WILLIAM

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

2007 1911248320



REGIONS

20070927000453240 1/3 \$54.50
Shelby Cnty Judge of Probate, AL
09/27/2007 10:16:28AM FILED/CERT

7130000/68958

MODIFICATION OF MORTGAGE



DOC48002000000043271300001689580000000

THIS MODIFICATION OF MORTGAGE dated September 10, 2007, is made and executed between WILLIAM L CUNNINGHAM, AKA WILLIAM L CUNNINGHAM JR, whose address is 1105 BRYAN DR, BIRMINGHAM, AL 35210; married (referred to below as "Grantor") and Regions Bank, whose address is 1900 5th Avenue North, Birmingham, AL 35203 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated February 28, 2006 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON 06-12-2006 IN THE OFFICE OF THE JUDGE OF PROBATE FOR SHELBY COUNTY, ALABAMA IN INSTRUMENT 20060612000278220 AND MODIFIED ON 02-21-2007 IN INSTRUMENT 20070221000079500.

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 137 TURKEY HOLLOW RD, HARPERSVILLE, AL 35078.

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

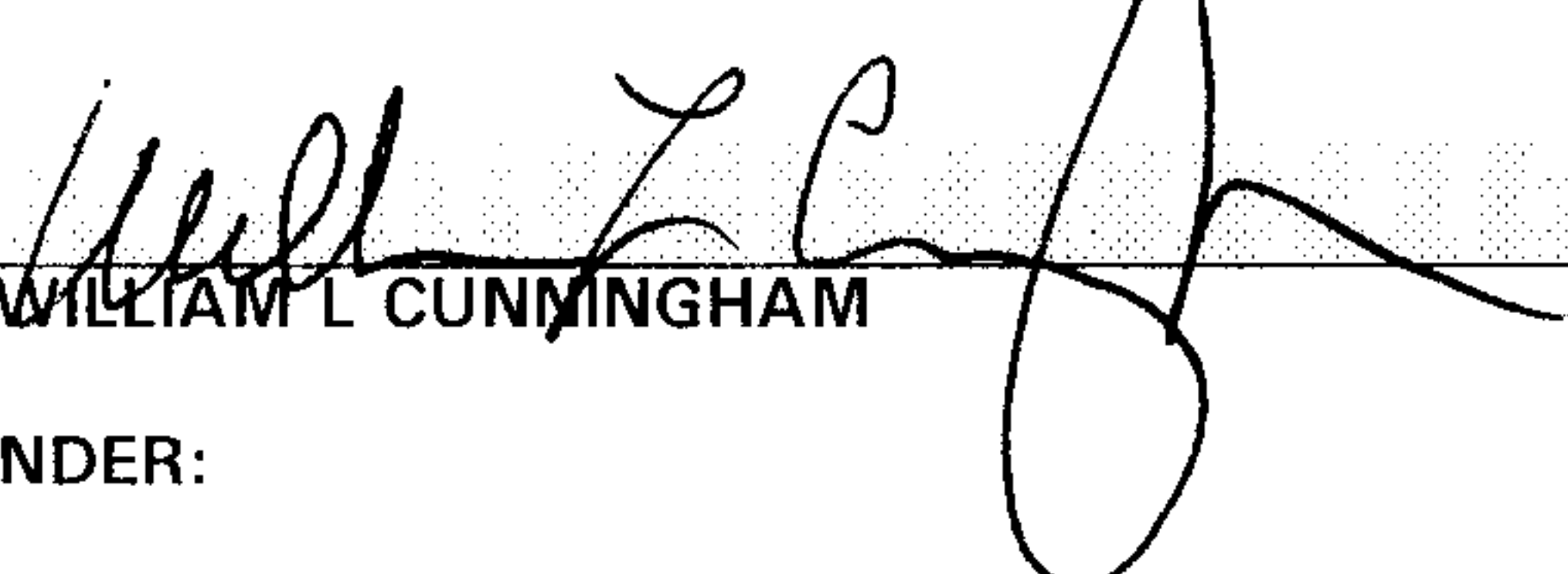
The Credit Limit or maximum principal indebtedness secured by the Mortgage (excluding finance charges, any temporary overages, other charges and any amounts expended or advanced as provided in the Mortgage) is hereby increased from \$130,000.00 to \$155,000.00.

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 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 SEPTEMBER 10, 2007.

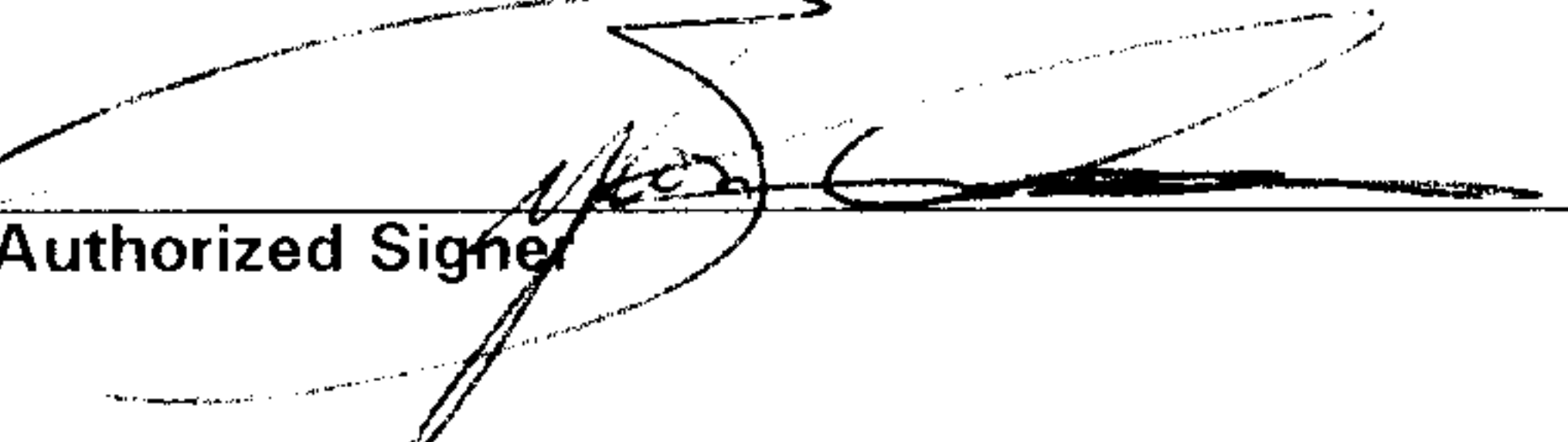
THIS MODIFICATION IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MODIFICATION IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

GRANTOR:

X  (Seal)
WILLIAM L CUNNINGHAM

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 Alabama)
) SS
COUNTY OF Jefferson)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **WILLIAM L CUNNINGHAM** , married, 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 10th day of September , 2007 .

My Commission Expires
February 14, 2011
My commission expires _____

[Signature]
Notary Public

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 Bancorp 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 10th day of September , 2007 .

My Commission Expires
February 14, 2011
My commission expires _____

[Signature]
Notary Public

20070927000453240 2/3 \$54.50
Shelby Cnty Judge of Probate, AL
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H255FBY3

SCHEDULE A

THE FOLLOWING REAL PROPERTY SITUATE IN COUNTY OF SHELBY, AND STATE OF ALABAMA, DESCRIBED AS FOLLOWS:

A PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 19 SOUTH, RANGE 2 EAST. COMMENCE AT THE NORTHEAST CORNER OF SAID $\frac{1}{4}$, $\frac{1}{4}$ SECTION THENCE' SOUTH ALONG THE EAST LINE 420 FEET TO THE POINT OF BEGINNING, THENCE RUN WESTERLY ALONG THE SOUTH BOUNDARY OF A TRACT CONVEYED TO WILLIAM CUNNINGHAM 312 FEET TO A POINT ON THE SOUTHWEST CORNER OF SAID CUNNINGHAM TRACT, THENCE NORTH ALONG WEST LONE OF THE CUNNINGHAM TRACT 420 FEET MORE OR LESS TO A POINT ON THE NORTH BOUNDARY OF SAID $\frac{1}{4}$, $\frac{1}{4}$ SECTION LINE THENCE WEST ALONG NORTH LINE 88 FEET THENCE LEFT AND RUN SOUTH PARALLEL WITH THE EAST LINE OF SAID $\frac{1}{4}$, $\frac{1}{4}$ SECTION A DISTANCE OF 577 FEET THENCE LEFT AND RUN EAST 400 FEET MORE OR LESS TO A POINT ON THE EAST LINE OF SAID $\frac{1}{4}$ $\frac{1}{4}$ SECTION, THENCE LEFT AND RUN NORTH ALONG SAID EAST LINE 157 FEET MORE OR LESS TO THE POINT OF BEGINNING.

PARCEL ID: 07-4-18-0-000-051.001

PROPERTY ADDRESS: 137 TURKEY HOLLOW RD