

20071001000457770 1/3 \$144.05
Shelby Cnty Judge of Probate, AL
10/01/2007 12:30:06PM FILED/CERT

MORRIS, STEVEN L
BIRMINGHAM, AL 35203

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

20072901401250

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



713 000048150

MODIFICATION OF MORTGAGE



DOC48002000000043271300000481500000000

THIS MODIFICATION OF MORTGAGE dated September 7, 2007, is made and executed between **STEVEN L MORRIS**, whose address is 5152 WILLOW WAY, BIRMINGHAM, AL 35242; **KAREN A MORRIS**, whose address is 5152 WILLOW WAY, BIRMINGHAM, AL 35242; husband and wife (referred to below as "Grantor") and **Regions Bank**, whose address is 102 Inverness Plaza, Birmingham, AL 35243 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated August 22, 2003 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON DECEMBER 16, 2003 IN THE OFFICE OF THE JUDGE OF PROBATE SHELBY COUNTY, ALABAMA IN INSTRUMENT: 20031216000809110.

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 5152 WILLOW WAY, BIRMINGHAM, AL 35242.

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 \$80,315.00 to \$165,000.00.

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 7, 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 Steven L Morris (Seal)
STEVEN L MORRIS

x Karen Morris (Seal)
KAREN A MORRIS

LENDER:

REGIONS BANK

x Lisa Seegert (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: Shon Hadley
Address: P.O. BOX 830721
City, State, ZIP: BIRMINGHAM, AL 35283

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama)
)
COUNTY OF Shelby) SS
)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **STEVEN L MORRIS and KAREN A MORRIS**, 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 7th day of September, 2007.

[Signature]
Notary Public

My commission expires 7-24-10

LENDER ACKNOWLEDGMENT

STATE OF Alabama)
)
COUNTY OF Shelby) SS
)


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 7th day of September, 2007.

[Signature]
Notary Public

My commission expires 7-24-10


20071001000457770 2/3 \$144.05
Shelby Cnty Judge of Probate, AL
10/01/2007 12:30:06PM FILED/CERT


20071001000457770 3/3 \$144.05
Shelby Cnty Judge of Probate, AL
10/01/2007 12:30:06PM FILED/CERT

H255FDCP

SCHEDULE A

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

LOT 25, ACCORDING TO THE SURVEY OF HICKORY RIDGE SUBDIVISION
AMENDED MAP, AS RECORDED IN MAP BOOK 11 PAGE 79, IN THE PROBATE
OFFICE OF SHELBY COUNTY, ALABAMA.

KNOWN: 5152 WILLOW WAY

PARCEL: 106140005025000