



SHAHER, TODD M*

Record and Return To:
Fiserv Lending Solutions
P.O. BOX 2590
Chicago, IL 60690

RECORDER'S MEMORANDUM
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction.

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

20072490814560  **REGIONS**

7130000213774

MODIFICATION OF MORTGAGE



DOC48002000000043271300002737740000000

THIS MODIFICATION OF MORTGAGE dated September 7, 2007, is made and executed between TODD M SHAHER, AKA TODD SHAHER, whose address is 5061 LITTLE TURTLE DR, BIRMINGHAM, AL 35242; WHITNEY SHAHER, whose address is 5061 LITTLE TURTLE DR, BIRMINGHAM, AL 35242; husband and wife (referred to below as "Grantor") and Regions Bank, whose address is 2964 Pelham Parkway, Pelham, AL 35124 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated February 9, 2007 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama as follows:

RECORDED ON 02-22-2007 IN THE OFFICE OF THE JUDGE OF PROBATE FOR SHELBY COUNTY, ALABAMA IN INSTRUMENT 20070222000081740.

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 5061 LITTLE TURTLE DR BIRMINGHAM, AL 35242.

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

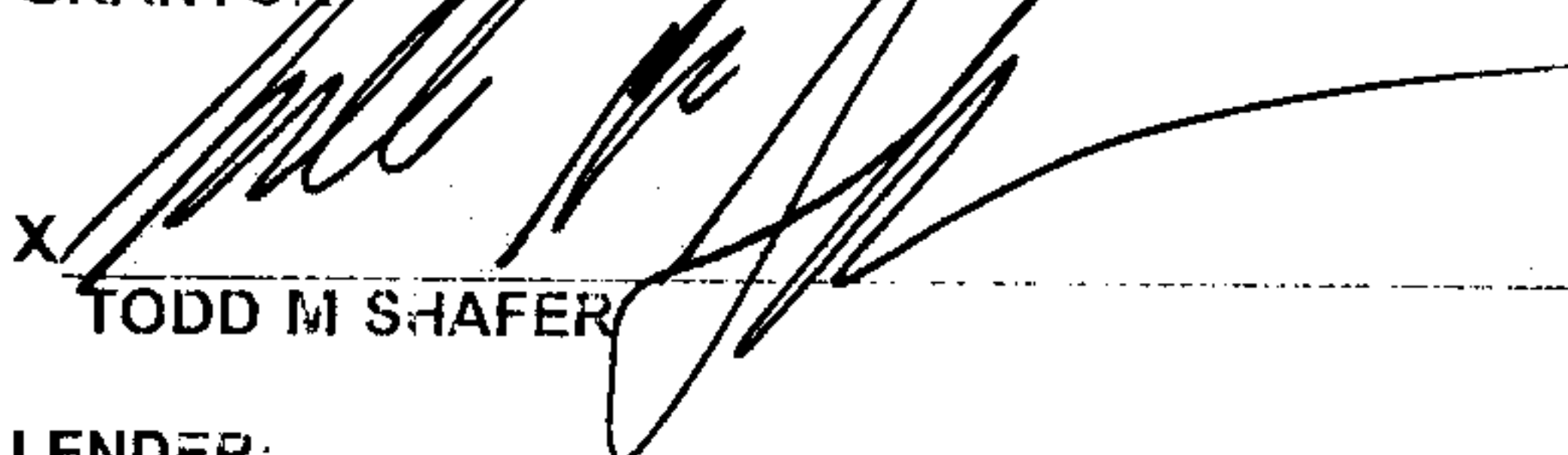
The Credit Limit or maximum principal indebtedness secured by the Mortgage (excluding finance charges, any temporary overages, other charges and any amounts expended or advanced as provided in the Mortgage) is hereby increased from \$41,250.00 to \$69,000.00.

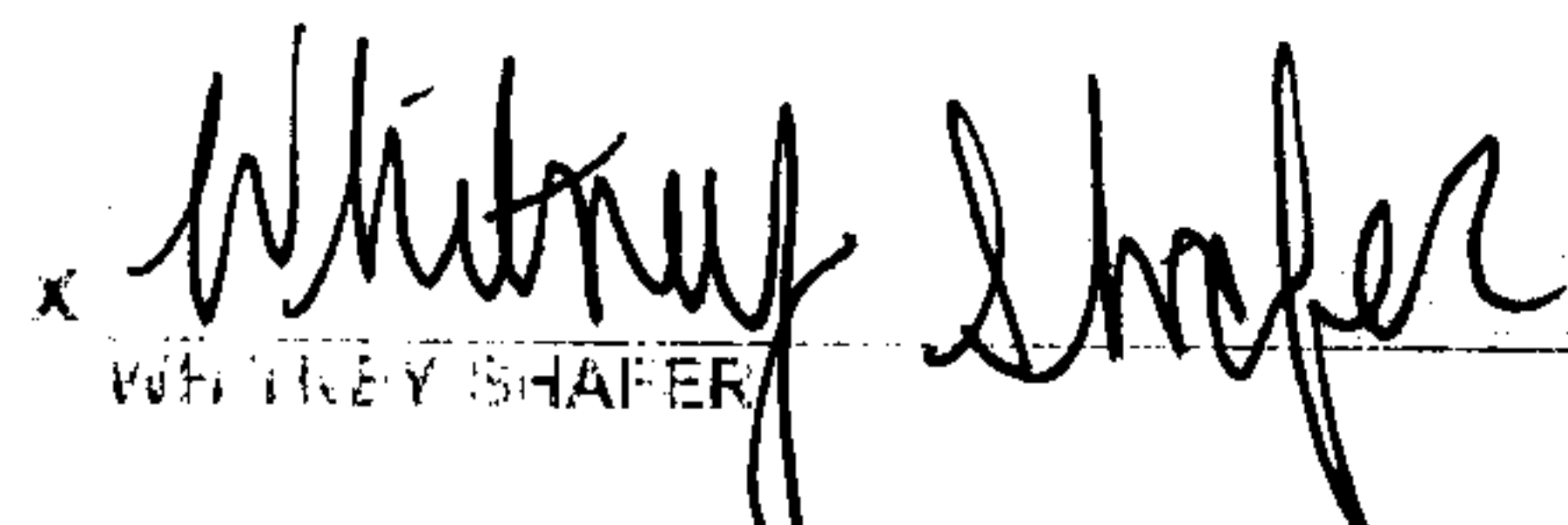
CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right 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 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.

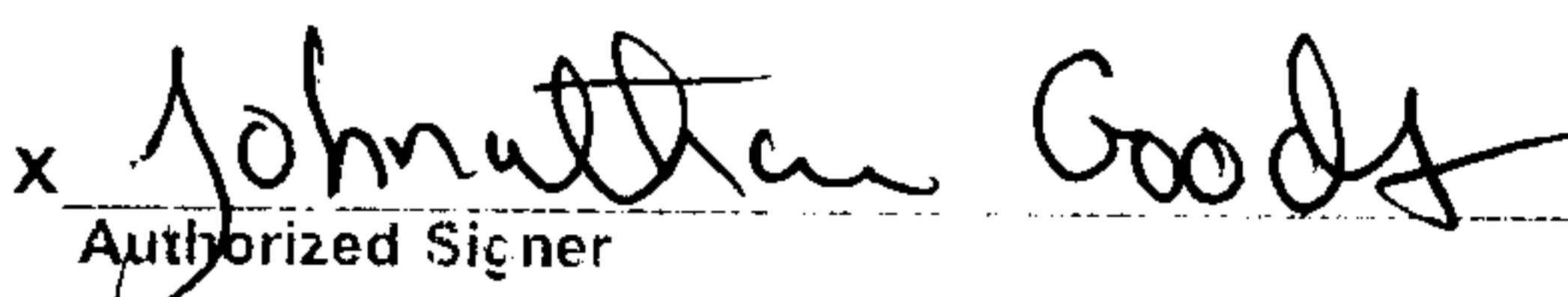
GRANTOR:

x  (Seal)
TODD M SHAHER

x  (Seal)
WHITNEY SHAHER

LENDER:

REGIONS BANK

x  (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

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

Loan No: 004327130000273774

MODIFICATION OF MORTGAGE
(Continued)

Page 2

INDIVIDUAL ACKNOWLEDGMENT

STATE OF AL

COUNTY OF Shelby

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **TODD M SHAFER** and **WHITNEY SHAFER**, 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.

JOSEPH PUCKETT
NOTARY PUBLIC ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES JANUARY 9, 2011

My commission expires

Joseph Puckett
Notary Public

LENDER ACKNOWLEDGMENT

STATE OF AL

COUNTY OF Shelby

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Refiar 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.

JOSEPH PUCKETT
NOTARY PUBLIC ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES JANUARY 9, 2011

My commission expires

Joseph Puckett
Notary Public

20071001000457950 3/3 \$59.70
Shelby Cnty Judge of Probate, AL
10/01/2007 12:49:43PM FILED/CERT

H260FLCX

SCHEDULE A

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

LOT 11,12,13,14, BLOCK 4, ACCORDING TO THE SURVEY OF LINCOLN PARK,
AS RECORDED IN MAP BOOK 38 PAGE 37, IN THE PROBATE OFFICE OF
SHELBY COUNTY, ALABAMA.

KNOWN: 5061 LITTLE TURTLE DR

PARCEL: 58-10-1-12-0-002-037