



20071008000469780 1/3 \$62.00
Shelby Cnty Judge of Probate, AL
10/08/2007 03:31:35PM FILED/CERT



WAITE, MARY H

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

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

20072431135400



REGIONS

7130000853610

MODIFICATION OF MORTGAGE



DOC48002000000043271300002536100000000

THIS MODIFICATION OF MORTGAGE dated September 21, 2007, is made and executed between MARY H WAITE, whose address is 2052 PARKVIEW RD, PELHAM, AL 35124; ROBERT S WAITE III, whose address is 2052 VIEW RD PK, PELHAM, AL 35124; wife and husband (referred to below as "Grantor") and Regions Bank, whose address is 2653 Valleydale Road, Birmingham, AL 35244 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated November 26, 2004 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON 01/12/2005 IN INSTRUMENT #20050112000018260 IN THE SHELBY COUNTY JUDGE OF PROBATE OFFICE OF ALABAMA.

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 2052 PARK VIEW RD, 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 to \$60,000.

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 21, 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 Mary H Waite (Seal)
MARY H WAITE

x Robert S Waite III (Seal)
ROBERT S WAITE III

LENDER:

REGIONS BANK

x Ala Dailey (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: Billy E. Connella
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 **MARY H WAITE and ROBERT S WAITE III**, **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 21st day of September, 20 07.

MY COMMISSION EXPIRES JUNE 19, 2011

[Signature]
Notary Public

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 Regions 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 21st day of September, 20 07.

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: OCT. 24, 2010

[Signature]
Notary Public

My commission expires BONDED THRU NOTARY PUBLIC UNDERWRITERS

H268E076

SCHEDULE "A"

A TRACT OF LAND LOCATED IN SECTION 31 AND SECTION 32, TOWNSHIP 19 SOUTH, RANGE 2 WEST, DESCRIBED AS FOLLOWS: COMMENCE AT THE NW CORNER OF SAID SECTION 31, TOWNSHIP 19 SOUTH, RANGE 2 WEST, AND RUN NORTH 89° 45' EAST ALONG THE NORTH LINE OF SAID SECTION 3,325 FEET TO A POINT MIDWAY BETWEEN THE NW AND NE CORNER OF THE NW QUARTER OF NE QUARTER OF SAID SECTION 31; THENCE SOUTH 2° 6' EAST 1,327 FEET TO THE SOUTH LINE OF SAID NW QUARTER OF NE QUARTER; THENCE SOUTH 28° 40' EAST 1,486.9 FEET TO THE SE CORNER OF THE SW QUARTER OF NE QUARTER, THENCE SOUTH 46° 6' EAST TO A POINT ON THE SE BOUNDARY OF A RIGHT OF WAY FOR A PUBLIC ROAD WHICH SAID POINT IS THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUE SOUTH 46° 6' EAST TO THE CENTER OF A CANAL; THENCE UP THE CENTER OF THE CANAL TO ITS INTERSECTION WITH THE CREEK; THENCE UP THE MEANDERINGS OF SAID CREEK TO A LINE RUNNING SOUTH 15° EAST AND INTERSECTING THE SOUTH LINE OF SAID SECTION 32, 995 FEET EAST OF THE SOUTHWEST CORNER OF SAID SECTION 32; THENCE SOUTH LINE OF SAID SECTION 32, 995 FEET EAST OF THE SOUTHWEST CORNER OF SAID SECTION 32; THENCE SOUTH 15° EAST ALONG SAID LINE A DISTANCE OF 1,515 FEET TO THE SOUTH LINE OF SAID SECTION; THENCE SOUTH 89° 30' WEST ALONG THE SOUTH LINE OF SECTION 32 AND OF SECTION 31 1,825 FEET; THENCE NORTH 30° 20' WEST TO THE SOUTHEAST BOUNDARY OF THE RIGHT OF WAY FOR THE ABOVE REFERRED TO PUBLIC ROAD; THENCE NORTHEAST ALONG SAID SOUTHEAST BOUNDARY OF THE RIGHT OF WAY FOR SAID PUBLIC ROAD TO THE POINT OF BEGINNING.

KNOWN: 2052 PARKVIEW ROAD

PARCEL: 10-9-32-0-001-020-000