

20071011000472860 1/3 \$107.00
Shelby Cnty Judge of Probate, AL
10/11/2007 08:47:03AM FILED/CERT



HERNDON, ALAN M

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

2007247107140

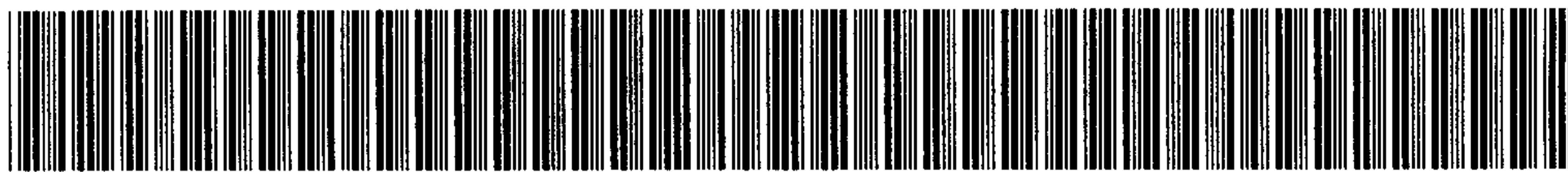
SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



REGIONS

7130000195332

MODIFICATION OF MORTGAGE



DOC48002000000043271300001953320000000

THIS MODIFICATION OF MORTGAGE dated September 21, 2007, is made and executed between **ALAN M HERNDON**, whose address is 4924 CALDWELL MILL RD, BIRMINGHAM, AL 352424426; **MARIBETH L HERNDON**, whose address is 4924 CALDWELL MILL RD, BIRMINGHAM, AL 352424426; husband and wife (referred to below as "Grantor") and Regions Bank, whose address is 341 Summit Boulevard, Birmingham, AL 35243 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated May 26, 2006 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON 6-20-06 IN THE OFFICE OF THE JUDGE OF PROBATE FOR SHELBY COUNTY, ALABAMA IN INSTRUMENT NUMBER 20060620000295270.

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 4924 CALDWELL MILL RD, BIRMINGHAM, AL 352420000.

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 \$200,000.00 to \$260,000.00.


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 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  (Seal)
ALAN M HERNDON

X  (Seal)
MARIBETH L HERNDON

LENDER:

REGIONS BANK

X  (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: Candice Edwards
Address: P.O. BOX 830721
City, State, ZIP: BIRMINGHAM, AL 35283

INDIVIDUAL ACKNOWLEDGMENT

STATE OF AL)
COUNTY OF Jefferson) SS
)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **ALAN M HERNDON and MARIBETH L HERNDON**, 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 21 day of September, 2007.

Charles H. Smith
Notary Public

My commission expires 5/31/2010

LENDER ACKNOWLEDGMENT

STATE OF AL)
COUNTY OF Jefferson) SS
)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Regency 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 21 day of September, 2007.

Charles H. Smith
Notary Public

My commission expires 5/31/2010

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H2714060

SCHEDULE A

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

LOT 3, ACCORDING TO THE SURVEY OF CALDWELL MILL TRACE, AS
RECORDED IN MAP BOOK 18 PAGE 67, IN THE PROBATE OFFICE OF SHELBY
COUNTY, ALABAMA.

KNOWN: 4924 CALDWELL MILL RD

PARCEL: 10-2-03-0-001-064-006