



MILLER, ROGER

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

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

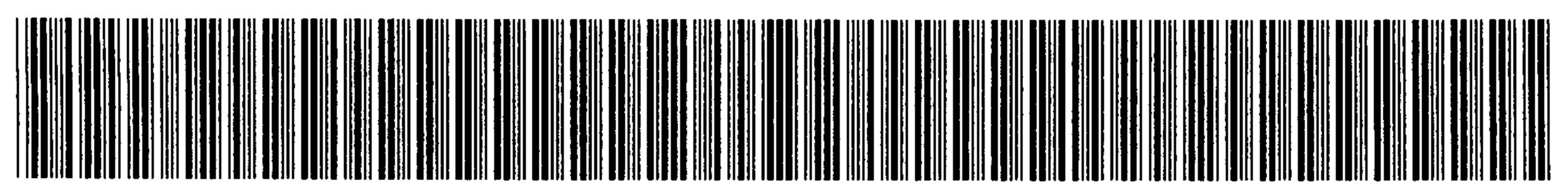
20072281019326



713200061878

(Seal)

## MODIFICATION OF MORTGAGE



\*DOC48002000000043271320000618780000000\*

THIS MODIFICATION OF MORTGAGE dated September 19, 2007, is made and executed between ROGER MILLER, whose address is 8231 CASTLEHILL RD, BIRMINGHAM, AL 35242; KAY MILLER, whose address is 8231 CASTLEHILL RD, BIRMINGHAM, AL 35242; husband and wife (referred to below as "Grantor") and Regions Bank, whose address is 5420 Highway 280, Birmingham, AL 35242 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated December 15, 2003 (the "Mortgage") which has been recorded in JEFFERSON County, State of Alabama, as follows:

RECORDED ON JANUARY 13, 2004 IN THE OFFICE OF THE JUDGE OF PROBATE SHELBY COUNTY, ALABAMA IN INSTRUMENT # 20040113000021250 AND MODIFIED ON NOVEMBER 28, 2006 AND RECORDED ON DECEMBER 21, 2006 IN INSTRUMENT # 20061221000622460 IN THE OFFICE OF THE JUDGE OF PROBATE SHELBY COUNTY, ALABAMA.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in JEFFERSON 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 8231 CASTLEHILL ROAD, 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 \$352,000.00 to \$412,000.00.

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 19, 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:

ROGER NN

LENDER:

(Seal)

•

MILLER

**REGIONS BANK** 

X Authorized Signer

(Seal)

This Modification of Mortgage prepared by:

Name: Shon Hadley

Address: P.O. BOX 830721

City, State, ZIP: BIRMINGHAM, AL 35283

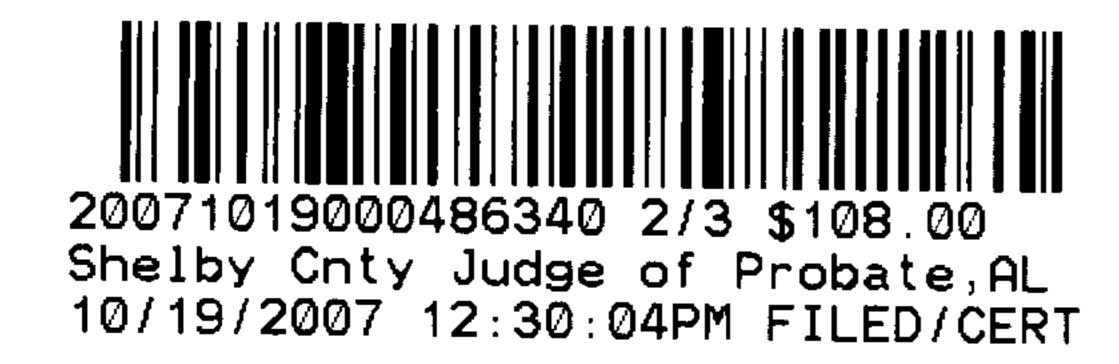
## MODIFICATION OF MORTGAGE (Continued)

Page 2

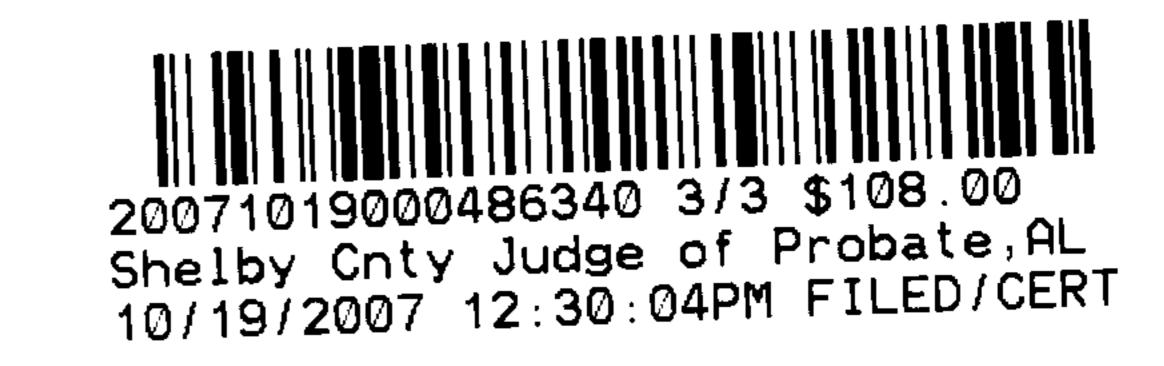
IND	IVIDUAL ACKNOWLEDGMENT	
STATE OF Alabama		
county of Shelby	) SS )	
I, the undersigned authority, a Notary Public in and husband and wife, whose names are signed to the being informed of the contents of said Modification, Given under my hand and official seal this	oregoing instrument, and who are known to	me, acknowledged before me on this day that, y the same bears date.
MY COMMISSION EXPIRES DE MY commission expires	:CEMBER 2, 2009	Netary Public
	ENDER ACKNOWLEDGMENT	
STATE OF Alabama COUNTY OF Shelby	) ) SS )	
I, the undersigned authority, a Notary Public in and facknowledged before me on this day that, being infull authority, executed the same voluntarily for and	a corporation, is signed to the foregormed of the contents of said Modification of	oing Modification and who is known to me
Given under my hand and official seal this	19th day of September	1.2007. W. Kinell. Notary Public

LASER PRO Lending, Ver. 5.35.00.004 Copr. Harland Financial Solutions, Inc. 1997, 2007. All Rights Reserved. - AL D:\sysapps\Harland\ALS\CFI\LPL\G201.FC TR-366834 PR-152

MY COMMISSION EXPIRES DECEMBER 2, 2009



My commission expires \_\_\_



H268D061

## SCHEDULE A

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

LOT 38, ACCORDING TO THE SURVEY OF GREYSTONE 8TH SECTOR, AS RECORDED IN MAP BOOK 20 PAGE 93, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

KNOWN: 8231 CASTLEHILL RD

PARCEL: 03-8-28-0-002-009.000