

20071217000566330 1/3 \$66.20
Shelby Cnty Judge of Probate, AL
12/17/2007 10:26:56AM FILED/CERT

WHEN RECORDED MAIL TO:



CASEY, CATHERINE S

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

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



MODIFICATION OF MORTGAGE



20072781325081 *DQC48002000000043271300001859860000000*

THIS MODIFICATION OF MORTGAGE dated October 11, 2007, is made and executed between CATHERINE S CASEY, whose address is 949 HIGHWAY 60, VINCENT, AL 35178; THOMAS A CASEY, whose address is 949 HIGHWAY 60, VINCENT, AL 35178; wife and husband (referred to below as "Grantor") and Regions Bank, whose address is 16046 Highway 280, Chelsea, AL 35043 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated December 27, 2005 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON 01-30-2006 IN THE OFFICE OF THE JUDGE OF PROBATE FOR SHELBY COUNTY, ALABAMA IN INSTRUMENT 20060130000048080.

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 949 HIGHWAY 60, VINCENT, AL 35178.

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

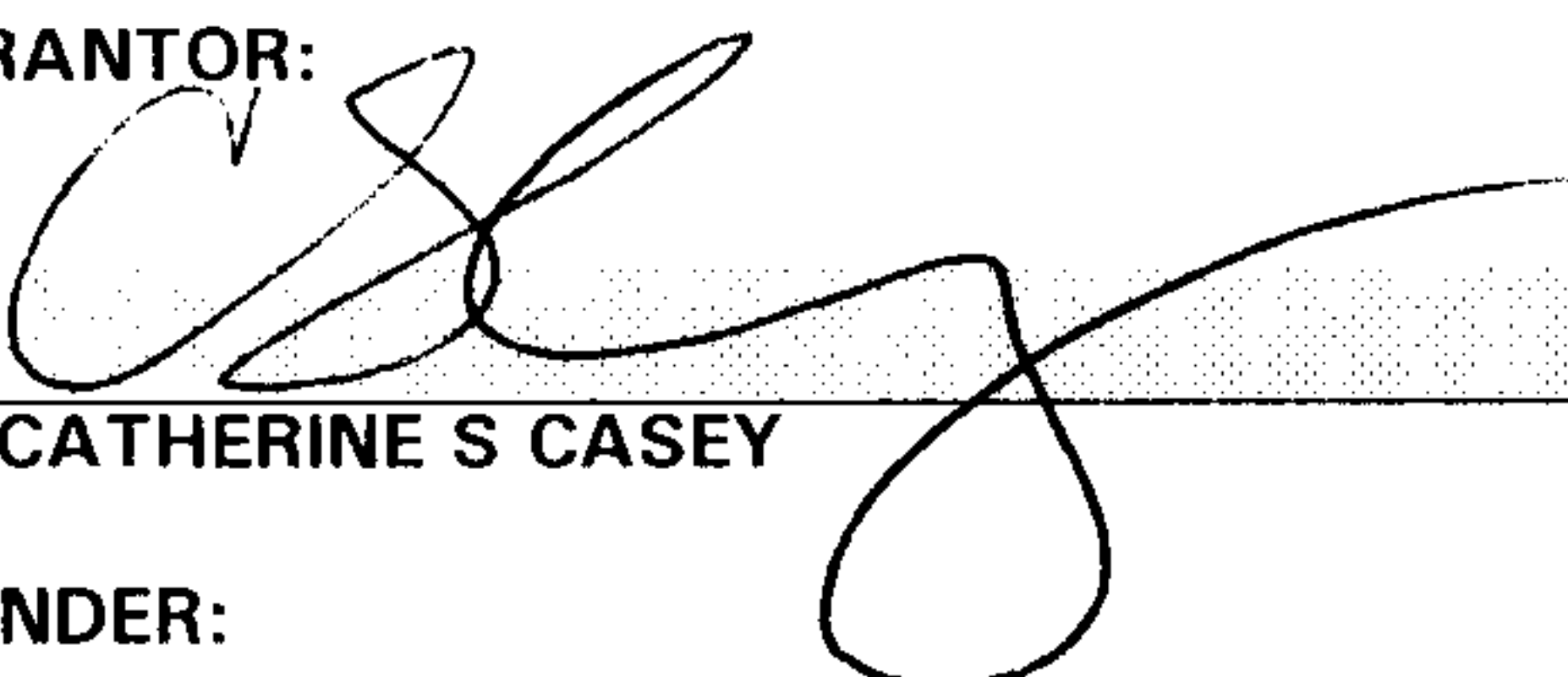
The Credit Limit or maximum principal indebtedness secured by the Mortgage (excluding finance charges, any temporary overages, other charges and any amounts expended or advanced as provided in the Mortgage) is hereby increased from \$17,000.00 to \$49,800.00.

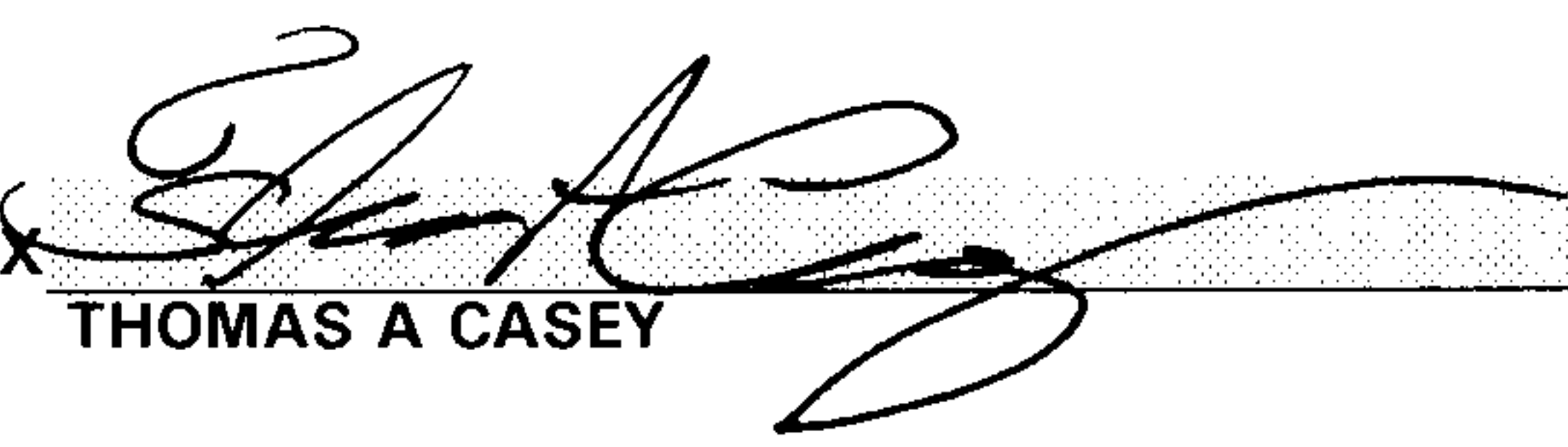
CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right 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 OCTOBER 11, 2007.

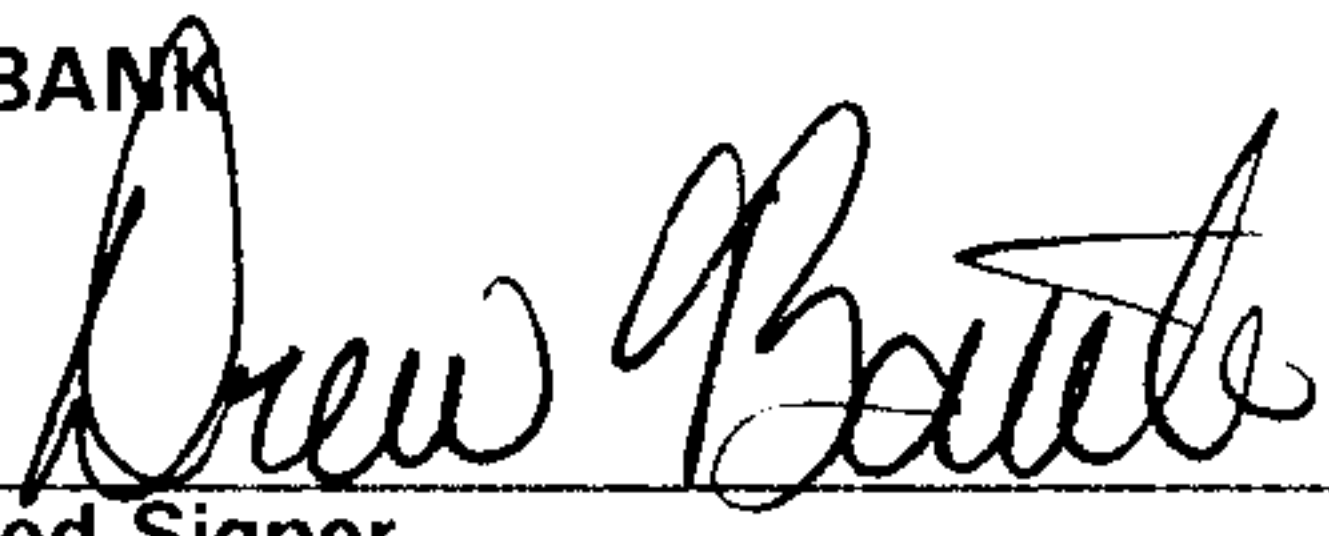
THIS MODIFICATION IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MODIFICATION IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

GRANTOR:

X  (Seal)
CATHERINE S CASEY

X  (Seal)
THOMAS A CASEY

LENDER:

REGIONS BANK
X  (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: Brandi McGuire
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 **CATHERINE S CASEY** and **THOMAS A CASEY**, 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 11th day of October, 2007.

Stephanie Keck

Notary Public

My commission expires 3-20-11

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 11th day of October, 2007.

Stephanie Keck

Notary Public

My commission expires 3-20-11

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SCHEDULE "A"

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

BEGIN AT A 2 ½" CAPPED PIPE IN PLACE ACCEPTED AS THE NORTHEAST CORNER OF SECTION 11, TOWNSHIP 19 SOUTH, RANGE 2 EAST, SHELBY COUNTY, ALABAMA; THENCE PROCEED SOUTH 01° 43' 14" WEST ALONG THE EAST BOUNDARY OF SAID SECTION FOR A DISTANCE OF 989.33 FEET TO A ½" REBAR BEING LOCATED ON THE NORTHERLY RIGHT-OF-WAY OF SHELBY COUNTY HIGHWAY #60; THENCE PROCEED NORTH 82° 52' 22" WEST ALONG SAID RIGHT-OF-WAY FOR A DISTANCE OF 66.22 FEET; THENCE PROCEED NORTH 83° 55' 47" WEST ALONG SAID RIGHT-OF-WAY FOR A DISTANCE OF 202.27 FEET; THENCE PROCEED NORTH 84° 39' 20" WEST ALONG SAID RIGHT-OF-WAY FOR A DISTANCE OF 137.61 FEET; THENCE PROCEED NORTH 84° 55' 45" WEST ALONG SAID RIGHT-OF-WAY FOR A DISTANCE OF 95.47 FEET TO A ½" REBAR; THENCE LEAVING SAID RIGHT-OF-WAY PROCEED NORTH 01° 43' 14" EAST PARALLEL TO THE EAST BOUNDARY OF SECTION 11 FOR A DISTANCE OF 953.76 FEET TO A ½" PIPE BEING LOCATED ON THE NORTHERLY BOUNDARY OF SECTION 11; THENCE PROCEED SOUTH 88° 14' 48" EAST ALONG THE NORTHERLY BOUNDARY OF SECTION 11 FOR A DISTANCE OF 500.26 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LAND IS LOCATED IN THE NORTHEAST ONE-FORTH OF THE NORTHEAST ONE-FORTH OF SECTION 11, TOWNSHIP 19 SOUTH, RANGE 2 EAST, SHELBY COUNTY, ALABAMA.

KNOWN: 949 HIGHWAY 60

PARCEL: 071111001002000