



FIGRELLA, JEROME H

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



20071221000573080 1/3 \$108.00
Shelby Cnty Judge of Probate,AL
12/21/2007 07:57:12AM FILED/CERT

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

20071221000573080
071100225360



REGIONS

MODIFICATION OF MORTGAGE



DOC48002000000052990711002253660000000

THIS MODIFICATION OF MORTGAGE dated October 25, 2007, is made and executed between JEROME H FIGRELLA, whose address is 3572 SHANDWICK PL LOT 108, BIRMINGHAM, AL 35242; PENNY T FIGRELLA, whose address is 3572 SHANDWICK PL LOT 108, BIRMINGHAM, AL 35242; husband and wife (referred to below as "Grantor") and Regions Bank, whose address is 35 Church Street, Birmingham, AL 35213 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated June 10, 2005 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON 07-01-2005 IN THE OFFICE OF THE JUDGE OF PROBATE FOR SHELBY COUNTY, ALABAMA IN INSTRUMENT NUMBER 20050701000328410 AND MODIFIED ON 05-18-2006 AND RECORDED ON 06-12-2006 IN INSTRUMENT NUMBER 20060612000278340.

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 3572 SHANDWICK PL, LOT 108, 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 \$60000.00 to \$120000.00.

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 25, 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 Jerome H. Fiorella (Seal)
JEROME H FIGRELLA

X Penny T. Fiorella (Seal)
PENNY T FIGRELLA

LENDER:

REGIONS BANK

X Judy Tranks (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: Jay Ewing
Address: P.O. BOX 830721
City, State, ZIP: BIRMINGHAM, AL 35283

INDIVIDUAL ACKNOWLEDGMENT

STATE OF

Alabama

)

COUNTY OF

Jefferson

) SS

)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **JEROME H FIORELLA** and **PENNY T FIORELLA, 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

25

day of

October

, 20

07Pamela R. Townsend

Notary Public

My commission expires

12-13-2008

LENDER ACKNOWLEDGMENT

STATE OF

Alabama

)

COUNTY OF

Jefferson

) SS

)

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

25

day of

October

, 20

07Pamela R. Townsend

Notary Public

My commission expires

12-13-2008

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H3035198

SCHEDULE A

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

LOT 108, ACCORDING TO THE SURVEY OF GREYSTONE, PHASE 1, SECTION
1ST, AS RECORDED IN MAP BOOK 14 PAGE 91A & B, IN THE PROBATE
OFFICE OF SHELBY COUNTY, ALABAMA.

KNOWN: 3572 SHANDWICK PL