

WEBB, WAYNE W

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

5299071100213834

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



MODIFICATION OF MORTGAGE



DOC48002000000052990711002138340000000

THIS MODIFICATION OF MORTGAGE dated December 7, 2007, is made and executed between WAYNE W WEBB, whose address is 216 OAKMONT RD, HOOVER, AL 352443203; ADRIENNE M WEBB, whose address is 216 OAKMONT RD, HOOVER, AL 352443203; husband and wife (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 April 20, 2005 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED IN SHELBY COUNTY 05-12-2005 INSTR 20050512000230230 MODIFIED 12-02-2005 RECORDED 01-03-2006 INSTR: 2006010300000690 IN SHELBY COUNTY.

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 216 OAKMONT, BIRMINGHAM, AL 352440000.

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 \$125000 to \$150000.

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 DECEMBER 7, 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:

(Ulagre U Ulell)
WAYNE WWEBB

ADDIENNIE MINIERR

LENDER:

REGIONS BANK

Authorized Signer (Seal)

This Modification of Mortgage prepared by:

Name: LaQuetta Smoot Address: P.O. BOX 830721

City, State, ZIP: BIRMINGHAM, AL 35283

MODIFICATION OF MORTGAGE (Continued)

INDIVIDUAL ACKNOWLEDGMENT) SS COUNTY OF I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that WAYNE W WEBB and ADRIENNE M WEBB , 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/yoluntarily on the day the same bears date. Given under my hand and official seal this **Notary Public** My commission expires BONDE TO THE PARTY OF THE PARTY LENDER ACKNOWLEDGMENT **COUNTY OF** I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that 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. day of Given under my hand and official seal this NOTARY PUBLIC STATE OF ALABAMA AT LARGE Notary Public MY COMMIGSION EXPRES: OCT. 25, 2010

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-386294 PR-152

•



My commission expires

BONDED THRU NOTARY PUBLIC UNDERWRITERS

H3464478

20071228000582920 3/3 \$55.50 Shelby Cnty Judge of Probate, AL 12/28/2007 02:51:18PM FILED/CERT

SCHEDULE "A"

ALL THAT CERTAIN LAND SITUATED IN SHELBY COUNTY, ALABAMA:

LOT 5, ACCORDING TO THE SURVEY OF MARWOOF SUBDIVISION, FIRST SECTOR, AS RECORDED IN MAP BOOK 9 PAGE 60 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

KNOWN: 216 OAKMONT ROAD

PARCEL: 102090001003005