

20080107000008350 1/3 \$79.00  
Shelby Cnty Judge of Probate, AL  
01/07/2008 03:44:28PM FILED/CERT



MCDUGAL, JACKIE S

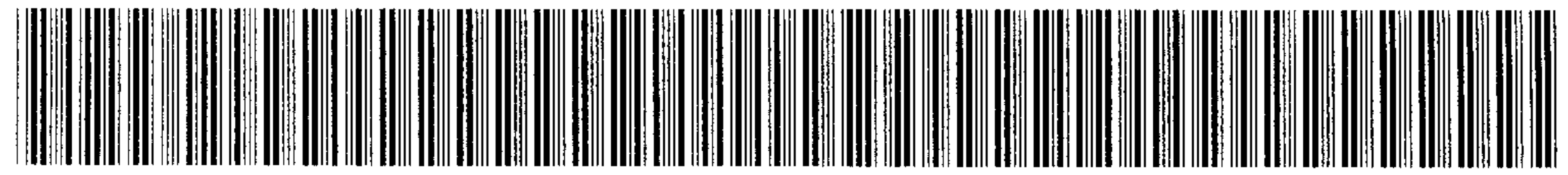
Record and Return To:  
Fiserv Lending Solutions  
P.O. BOX 2590  
Chicago, IL 60690

20073451243500  
071168053511

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



MODIFICATION OF MORTGAGE



\*DOC48002000000052990711000535110000000\*

THIS MODIFICATION OF MORTGAGE dated December 13, 2007, is made and executed between JACKIE S MC DOUGAL AKA JACKIE SHANNON MCDUGAL, whose address is 2047 WILD FLOWER DR, HOOVER, AL 35244; JULIE A MC DOUGAL AKA JULIE A MCDUGAL, whose address is 2047 WILD FLOWER DR, HOOVER, AL 35244; husband and wife (referred to below as "Grantor") and Regions Bank, whose address is 1849 Highway 31 South, Birmingham, AL 35244 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated November 26, 2003 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON 12-17-2003 IN JUDGE OF PROBATE FOR SHELBY COUNTY, AL  
IN BOOK 20031217000810500 PAGES 1-8 AND MODIFIED ON 10-14-2005 AND RECORDED ON 11-07-2005 IN JUDGE OF PROBATE FOR SHELBY COUNTY, AL  
IN BOOK 20051107000577290 PAGES 1-3.

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 2047 WILD FLOWER DR, HOOVER, AL 35244.

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 \$40000.00 to \$80000.00.

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 DECEMBER 13, 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)  
JACKIE S MC DOUGAL

X (Seal)  
JULIE A MC DOUGAL

LENDER:

REGIONS BANK

X (Seal)  
Authorized Signer

This Modification of Mortgage prepared by:

Name: Brenda Fowler  
Address: P.O. BOX 830721  
City, State, ZIP: BIRMINGHAM, AL 35283

## INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama )  
 ) SS  
COUNTY OF Jefferson )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **JACKIE S MC DOUGAL** and **JULIE A MC DOUGAL**, 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 13 day of December, 20 07

Carole W. Covington  
Notary Public

My commission expires March 3, 2008

## LENDER ACKNOWLEDGMENT

STATE OF Alabama )  
 ) SS  
COUNTY OF Jefferson )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Tonjue Brumfield of Regim 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 agent of said corporation.

Given under my hand and official seal this 13th day of December, 20 07

[Signature]  
Notary Public

My commission expires 05-11-2009

  
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## **SCHEDULE A**

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

LOT 111, ACCORDING TO THE SURVEY OF RIVERCHASE WEST 4TH  
ADDITION, AS RECORDED IN MAP BOOK 7 PAGE 156, IN THE PROBATE  
OFFICE OF SHELBY COUNTY, ALABAMA.

KNOWN: 2047 WILD FLOWER DR

PARCEL: 117250004075000