



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

CURTISS, JAMES E

5299070499346254
20073031753350

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



MODIFICATION OF MORTGAGE



DOC48002000005299070499346254 0000000

THIS MODIFICATION OF MORTGAGE dated December 7, 2007, is made and executed between JAMES E CURTISS, whose address is 910 HWY 315, COLUMBIANA, AL 35051; ANDI CURTISS, AKA ANDREA LYNN SMITH CURTISS AKA AMMI CURTISS, whose address is 910 HWY 315, COLUMBIANA, AL 35051; husband and wife (referred to below as "Grantor") and Regions Bank, whose address is 21325 Highway 25, Columbiana, AL 35051 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated September 3, 2003 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

MTG DATED 09-03-2003, RECORDED 09-16-2003 IN SHELBY CO, AL INSTR: 20030916000622670.

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 910 HIGHWAY 315, COLUMBIANA, AL 35051.

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 \$110,000 to \$119,000.

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 endorser 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:

x (Seal)
JAMES E CURTISS

x (Seal)
ANDI CURTISS

LENDER:

REGIONS BANK
x (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: Doris Dawkins
Address: P.O. BOX 830721
City, State, ZIP: BIRMINGHAM, AL 35283

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama

)

COUNTY OF Shelby

) SS

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20080114000019300 2/3 \$32.50
Shelby Cnty Judge of Probate, AL
01/14/2008 03:26:23PM FILED/CERT

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **JAMES E CURTISS** and **ANDI CURTISS**, 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 7th day of December, 2007.

My commission expires 11-19-2011

My commission expires _____

Wiley E. Jones
Notary Public

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 Wiley Jones 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 7th day of December, 2007.

My Commission Expires 10-15-2011

My commission expires _____

Shawn A. Gile
Notary Public

I0032997


20080114000019300 3/3 \$32.50
Shelby Cnty Judge of Probate, AL
01/14/2008 03:26:23PM FILED/CERT

SCHEDULE A

THE FOLLOWING REAL PROPERTY SITUATE IN COUNTY OF SHELBY AND STATE OF ALABAMA, DESCRIBED AS FOLLOWS:

A PARCEL OF LAND SITUATED IN THE NE $\frac{1}{4}$ OF THE SW $\frac{1}{4}$ OF SECTION 4, TOWNSHIP 22 SOUTH, RANGE 1 WEST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE S. E. CORNER OF SAID $\frac{1}{4}$ - $\frac{1}{4}$ SECTION THENCE NORTH ALONG THE EAST LINE OF SAME A DISTANCE OF 274.62 FT. TO THE SOUTHERLY RIGHT OF WAY LINE OF A PUBLIC ROAD; THENCE $56^{\circ} 35'$ TO THE LEFT IN A NORTHWESTERLY DIRECTION ALONG SAID RIGHT OF WAY A DISTANCE OF 65.50 FT. TO THE POINT OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF $9^{\circ} 08'$ A RADIUS OF 1039.20 FT.; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 165.65 FT. TO THE POINT OF TANGENT; THENCE ALONG SAID TANGENT A DISTANCE OF 69.81 FT.; THENCE $112^{\circ} 32'$ TO THE LEFT IN A SOUTHERLY DIRECTION A DISTANCE OF 418.00 FT. TO THE SOUTH LINE OF SAID $\frac{1}{4}$ - $\frac{1}{4}$ SECTION; THENCE $90^{\circ} 58'$ TO THE LEFT IN A EASTERLY DIRECTION A DISTANCE OF 281.08 FT. TO THE POINT OF BEGINNING.

PARCEL ID: 292040000018003

PROPERTY ADDRESS: 910 HIGHWAY 315