20080201000042280 1/3 \$32.00 Shelby Cnty Judge of Probate, AL 02/01/2008 12:13:53PM FILED/CERT



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

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20073171009410 MODIFICATION OF MORTGAGE

DOC48002000000052990711002221810000000

THIS MODIFICATION OF MORTGAGE dated November 29, 2007, is made and executed between MATTHEW R JORDAN, whose address is 6000 BENT RIVER CV, BIRMINGHAM, AL 352166819; ANN M JORDAN, whose address is 6000 BENT RIVER CV, BIRMINGHAM, AL 352166819; husband and wife (referred to below as "Grantor") and Regions Bank, whose address is 601 Lakeshore Parkway, Birmingham, AL 35209 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated September 2, 2005 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

MTG DATED 09-02-2005, RECORDED 09-30-2005 IN SHELBY CO, AL INSTR: 20050930000511990.

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 6000 BENT RIVER CV, BIRMINGHAM, AL 35216.

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 \$30,000 to \$40,000.

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 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 NOVEMBER 29, 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!

MATTHEW R JORDAN

LENDER:

REGIONS BANK

Authorized Signer

(Seal)

(Seal)

This Modification of Mortgage prepared by:

Name: Debbie Bryant Address: P.O. BOX 830721

City, State, ZIP: BIRMINGHAM, AL 35283

MODIFICATION OF MORTGAGE

(Continued)

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF HANGULA

SS

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that MATTHEW R JORDAN and ANN M JORDAN, 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

Notary Public

My commission expires MY COMMISSION EXPIRES APRIL 22, 2009

LENDER ACKNOWLEDGMENT

STATE OF ~

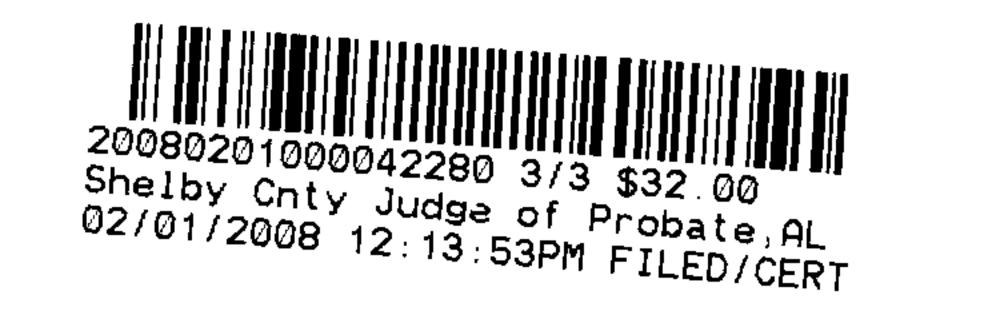
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that

ANP, Kearons 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

Barbara A. Wyatt My Commission Expires July 28, 2010
My commission expires MY COMMISSION EXPIRE

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H340GSMM

SCHEDULE A

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

LOT 206-A, ACCORDING TO THE SURVEY OF BENT RIVER COMMONS, SECTION 2, AS RECORDED IN MAP BOOK 29 PAGE 62, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

KNOWN: 6000 BENT RIVER CV