



20080213000060110 1/3 \$84.50
Shelby Cnty Judge of Probate, AL
02/13/2008 03:50:01PM FILED/CERT



DOCKERY, JAMES

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

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



REGIONS

MODIFICATION OF MORTGAGE



DOC4800200000000000000000000000000000

THIS MODIFICATION OF MORTGAGE dated January 7, 2008, is made and executed between JAMES A DOCKERY, whose address is 3037 GARLAND RD, BIRMINGHAM, AL 352423473; unmarried (referred to below as "Grantor") and Regions Bank, whose address is 200 Inverness Center Drive, Birmingham, AL 35242 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated October 5, 2007 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON 10/22/2007 IN THE OFFICE OF SHELBY COUNTY JUDGE OF PROBATE IN INSTRUMENT #20071022000488140.

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 3037 GARLAND RD, BIRMINGHAM, AL 352420000.

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 \$135,000.00 to \$180,000.00.

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 JANUARY 7, 2008.

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 James A Dockery (Seal)
JAMES A DOCKERY

LENDER:

REGIONS BANK

X [Signature] (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: Melissa Bryan
Address: P.O. BOX 830721
City, State, ZIP: BIRMINGHAM, AL 35283

INDIVIDUAL ACKNOWLEDGMENT

STATE OF AL)
) SS
COUNTY OF SHELBY)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **JAMES A DOCKERY**, unmarried, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Modification, he or she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 7 day of January, 2008.

MY COMMISSION EXPIRES OCTOBER 14, 2009

My commission expires _____


Notary Public

LENDER ACKNOWLEDGMENT

STATE OF AL)
) SS
COUNTY OF SHELBY)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Lee Matthews 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 7 day of January, 2008.

MY COMMISSION EXPIRES OCTOBER 14, 2009

My commission expires _____


Notary Public


20080213000060110 3/3 \$84.50
Shelby Cnty Judge of Probate, AL
02/13/2008 03:50:01PM FILED/CERT

I002FQ72

SCHEDULE A

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

LOT 4-A1, ACCORDING TO THE SURVEY OF MAP OF OGLESBY AMENDMENT
TO SHELBY SHORES, AS RECORDED IN MAP BOOK 13 PAGE 34, IN THE
PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

KNOWN: 3037 GARLAND RD

PARCEL: 313070003001023