

WHEN RECORDED MAIL TO:



PATE, RUSSELL

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

2008 01/6/520270

MODIFICATION OF MORTGAGE



DOC48002000000043271300005147630000000

THIS MODIFICATION OF MORTGAGE dated February 1, 2008, is made and executed between RUSSELL H PATE, whose address is 3335 INDIAN CREST DR, PELHAM, AL 351244703; COURTNEY G PATE, whose address is 3335 INDIAN CREST DR, PELHAM, AL 351244703; husband and wife (referred to below as "Grantor") and Regions Bank, whose address is P.O. Box 830721, Birmingham, AL 35283 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated December 7, 2007 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDING DATE 12-27-07, SHELBY COUNTY, INSTRUMENT NUMBER 20071227000580040.

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 3335 INDIAN CREST DRIVE, PELHAM, AL 351240000.

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 \$77500 to \$136000.

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 FEBRUARY 1, 2008.

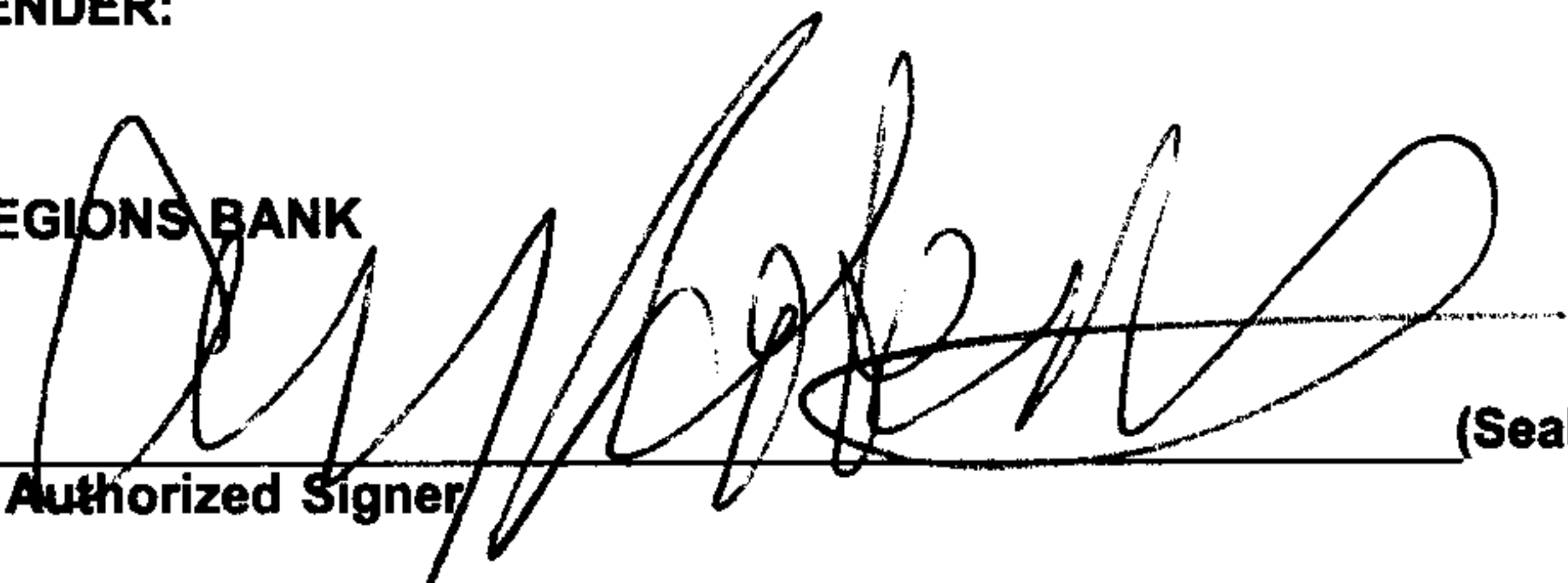
THIS MODIFICATION IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MODIFICATION IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

GRANTOR:

X  (Seal)
RUSSELL H PATE

X  (Seal)
COURTNEY G PATE

LENDER:

REGIONS BANK
X  (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: Nicci Ragland
Address: P.O. BOX 830721
City, State, ZIP: BIRMINGHAM, AL 35283

MODIFICATION OF MORTGAGE
(Continued)

Loan No: 004327130000514763

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama

COUNTY OF Shelby

20080229000082770 2/3 \$104.75
Shelby Cnty Judge of Probate, AL
02/29/2008 11:46:36AM FILED/CERT

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **RUSSELL H PATE** and **COURTNEY G PATE, 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 1 day of February, 2008.
Jessie L. Wilkes
Notary Public

My commission expires 4-24-2010

NOTARY PUBLIC STATE OF ALABAMA
COMMISSION EXPIRES: APR. 24, 2010
JESSIE L. WILKES

LENDER ACKNOWLEDGMENT

STATE OF AL

COUNTY OF At Large

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Regency 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 11th day of February, 2008.
[Signature]
Notary Public

My commission expires 05-11-2009


20080229000082770 3/3 \$104.75
Shelby Cnty Judge of Probate, AL
02/29/2008 11:46:36AM FILED/CERT

I0173359

SCHEDULE A

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

LOT 1-A, ACCORDING TO THE SURVEY OF INDIAN CREST, AS RECORDED
IN MAP BOOK 38 PAGE 87, IN THE PROBATE OFFICE OF SHELBY COUNTY,
ALABAMA.

KNOWN: 3335 INDIAN CREST DRIVE

PARCEL: 10-05-15-0-007-001