20080415000152810 1/3 \$32.00 Shelby Cnty Judge of Probate, AL 04/15/2008 10:34:42AM FILED/CERT

WHEN RECORDED MAIL TO:



Record and Return To: Fiserv Lending Solutions P.O. BOX 2590

AMY B. NELSON

Chicago, IL 60690

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



20080661432000 130000287477

## MODIFICATION OF MORTGAGE



\*DOC48002000004327130000287477 0000000\*

THIS MODIFICATION OF MORTGAGE dated March 14, 2008, is made and executed between AMY B NELSON, whose address is 18680 RIVER DR, SHELBY, AL 35143; RON B NELSON, whose address is 18680 RIVER DR, SHELBY, AL 35143; wife and husband (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 March 30, 2007 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

I# 20070416000174970, SHELBY, 4-16-2007.

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 18680 RIVER DR, SHELBY, AL 35143.

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 MARCH 14, 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:

AMY B NELSON/

(Seal)

LENDER:

REGIONS BANK

Authorized Signer

(Seal)

This Modification of Mortgage prepared by:

Name: Cindy Lee

Address: P.O. BOX 830721

City, State, ZIP: BIRMINGHAM, AL 35283

## MODIFICATION OF MORTGAGE (Continued)

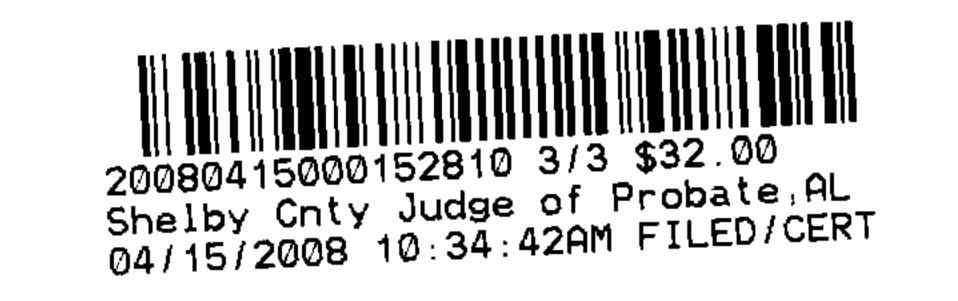
Loan No: 4327130000287477

Page 2

INDIVIDUAL ACKNOWLEDGMENT
STATE OF Alabama,
STATE OF //A/Jama
country of Shelby
COUNTY OF )
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that AMY B NELSON and RON B NELSON, wife and husband, 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### day of day of
Mille Mal
Notar Fublic
My commission expires 11-19-2011  My commission expires
LENDER ACKNOWLEDGMENT
$A / c / c \sim$
STATE OF Alabama,
•
country of <u>Shelby</u> )
country of <u>Shelby</u> )  1, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that  Regions Bank
1, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that  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
1, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that  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
) ss  I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that  a corporation, is signed to the foregoing Modification and who is known to me,
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that  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  day of  Marchia, 2009
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that  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  My commission expires 11-19-2011  Notary Fuelic
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that  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  day of  Marchia, 2009
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that  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  My commission expires 11-19-2011  Notary Fuelic

LASER PRO Lending, Ver. 5.35.00.004 Copr. Harland Financial Solutions, Inc. 1997, 2008. All Rights Reserved. - AL S:\MasterLaserPro\CFI\LPL\G201.FC TR-491273 PR-152

20080415000152810 2/3 \$32.00 Shelby Cnty Judge of Probate, AL 04/15/2008 10:34:42AM FILED/CERT



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## SCHEDULE A

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

LOT 1-A, ACCORDING TO THE SURVEY OF SHELBY SHORES 1986 ADDITION, AS RECORDED IN MAP BOOK 10 PAGE 51, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

KNOWN: 18680 RIVER DR

PARCEL: 313070002001020