

20080423000165280 1/3 \$62.00
Shelby Cnty Judge of Probate, AL
04/23/2008 09:54:54AM FILED/CERT



PAGE, CAROLINE S.
Birmingham, AL 35203

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

20080701039200

130000300353

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



REGIONS

MODIFICATION OF MORTGAGE



DOC48002000000043271300003003530000000

THIS MODIFICATION OF MORTGAGE dated March 27, 2008, is made and executed between **CAROLINE S PAGE**, whose address is **1313 BRANCHWATER LN, BIRMINGHAM, AL 35216**; unmarried (referred to below as "Grantor") and **Regions Bank**, whose address is **520 Montgomery Highway, Vestavia Hills, AL 35216** (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated May 25, 2007 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

MTG DATED 05-25-2007, RECORDED 06-11-2007 IN SHELBY CO, AL IN INSTR: 20070611000271640.

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 234 MCGOWAN RD, WILSONVILLE, AL 35186.

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 \$70,000 to \$100,000.

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 MARCH 27, 2008.

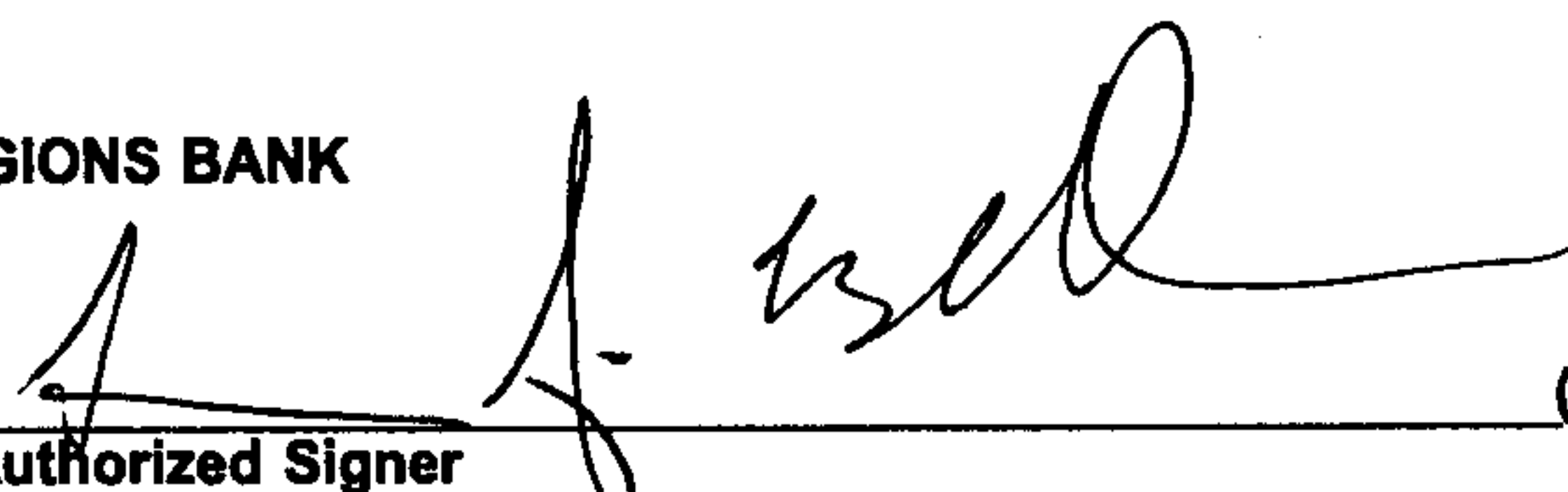
THIS MODIFICATION IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MODIFICATION IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

GRANTOR:

X  (Seal)
CAROLINE S PAGE

LENDER:

REGIONS BANK

X  (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: Cheryl Cornelius
Address: P.O. BOX 830721
City, State, ZIP: BIRMINGHAM, AL 35283

MODIFICATION OF MORTGAGE
(Continued)

Loan No: 004327130000300353

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama)
COUNTY OF Jefferson) SS
)

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I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **CAROLINE S PACE**, 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 27 day of March, 20 08.

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: DEC. 15, 2010
BONDED THRU NOTARY PUBLIC UNDERWRITERS

My commission expires _____

Notary Public

LENDER ACKNOWLEDGMENT

STATE OF Alabama)
COUNTY OF Jefferson) SS
)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Regions 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 27 day of March, 20 08.

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: DEC. 15, 2010
BONDED THRU NOTARY PUBLIC UNDERWRITERS

My commission expires _____

Notary Public

10726677

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SCHEDULE A

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

A PARCEL OF LAND LYING IN THE NORTHWEST ¼ OF SECTION 6, TOWNSHIP 21 SOUTH, RANGE 2 EAST, SHELBY COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE INTERSECTION OF THE SOUTHEASTERLY RIGHT OF WAY OF STATE HIGHWAY 25 AND THE SOUTHERLY RIGHT OF WAY OF MCGOWEN FERRY ROAD IN WILSONVILLE, SHELBY COUNTY, ALABAMA; THENCE RUN EASTERLY ALONG THE SOUTHERLY RIGHT OF WAY OF SAID MCGOWEN FERRY ROAD A DISTANCE OF 452 FEET, MORE OR LESS TO A SQUIRE TOP PIPE FOUND AND THE POINT OF BEGINNING; THENCE RUN NORTH 89 DEG. 48 MIN. 33 SEC. EAST ALONG SAID SOUTHERLY RIGHT OF WAY A DISTANCE OF 129.20 FEET TO A SQUARE BOLT FOUND; THENCE LEAVING SAID RIGHT OF WAY RUN ALONG THE WESTERLY BOUNDARY OF A 7.64 ACRE (PER TAX RECORD) PARCEL OF LAND THE FOLLOWING COURSES AND DISTANCES: SOUTH 02 DEG. 41 MIN. 46 SEC. EAST A DISTANCE OF 171.27 FEET TO AN OPEN TOP PIPE FOUND; NORTH 75 DEG. 38 MIN. 34 SEC. EAST A DISTANCE OF 144.26 FEET TO AN OPEN TOP PIPE FOUND; SOUTH 04 DEG. 27 MIN. 08 SEC. WEST A DISTANCE OF 182.75 FEET TO A FOUND IRON PIN; NORTH 70 DEG. 27 MIN. 37 SEC. EAST A DISTANCE OF 44.64 FEET TO A FOUND IRON PIN; SOUTH 18 DEG. 35 MIN. 09 SEC. EAST A DISTANCE OF 182.99 FEET TO A FOUND IRON PIN ON THE NORTHWESTERLY RIGHT OF WAY OF NORFOLK SOUTHERN RAILWAY; THENCE LEAVING SAID WESTERLY BOUNDARY, RUN SOUTH 64 DEG. 56 MIN. 39 SEC. WEST ALONG SAID NORTHWESTERLY RIGHT OF WAY A DISTANCE OF 491.52 FEET TO A FOUND IRON PIN; THENCE LEAVING SAID NORTHWESTERLY RIGHT OF WAY RUN NORTH 03 DEG. 35 MIN. 15 SEC. WEST A DISTANCE OF 325.89 FEET TO A ½" REBAR SET; THENCE RUN SOUTH 89 DEG. 38 MIN. 11 SEC. EAST ALONG THE SOUTH LINE OF A 1.0 ACRE PARCEL OF LAND SHOWN ON THE TAX PLAT, A DISTANCE OF 124.78 FEET TO A ½" REBAR SET; THENCE RUN NORTH 03 DEG. 33 MIN. 27 SEC. WEST ALONG THE EASTERLY LINE OF SAID 1.0 ACRE PARCEL A DISTANCE OF 359.99 FEET TO THE POINT OF BEGINNING; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

PARCEL ID: 19-3-06-2-001-035.000

PROPERTY ADDRESS: 234 MCGOWAN RD