

WHEN RECORDED MAIL TO:



GARRETT, GENE L

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



\*DOC48002000000052990704997827630000000\*

2008081511070

THIS MODIFICATION OF MORTGAGE dated April 4, 2008, is made and executed between GENE L GARRETT, whose address is 607 LAKE CIR N, BIRMINGHAM, AL 352427031; LINDA C GARRETT, whose address is 607 LAKE CIR N, BIRMINGHAM, AL 352427031; husband and wife (referred to below as "Grantor") and Regions Bank, whose address is 5420 Highway 280, Birmingham, AL 35242 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated April 30, 2007 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED MAY 17, 2007 SHELBY CO, AL INSTR# 20070517000229900.

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 607 N LAKE CIR, 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 \$78000 to \$88000.

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 APRIL 4, 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 Gene L Garrett (Seal)  
GENE L GARRETT

X Linda C Garrett (Seal)  
LINDA C GARRETT

LENDER:

REGIONS BANK  
X Jeff Smith (Seal)  
Authorized Signer  
Jeff Smith

This Modification of Mortgage prepared by:

Name: Debbie Bryant  
Address: P.O. BOX 830721  
City, State, ZIP: BIRMINGHAM, AL 35283

MODIFICATION OF MORTGAGE  
(Continued)

Loan No: 005299070499782763

Page 2

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama )  
 ) SS  
COUNTY OF Shelby )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **GENE L GARRETT and LINDA C GARRETT**, 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 4th day of April, 20 08.  
Dick M. Hedrick  
Notary Public

My commission expires MY COMMISSION EXPIRES OCTOBER 3, 2010

LENDER ACKNOWLEDGMENT

STATE OF Alabama AL )  
 ) SS  
COUNTY OF Shelby Large )


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 4th 16th day of April April, 20 2008 2008.  
Dick M. Hedrick  
Notary Public

Barbara A. Wyatt  
My Commission Expires July 28, 2010

My commission expires MY COMMISSION EXPIRES OCTOBER 3, 2010

20080505000182030 2/3 \$32.00  
Shelby Cnty Judge of Probate, AL  
05/05/2008 09:14:56AM FILED/CERT

  
20080505000182030 3/3 \$32.00  
Shelby Cnty Judge of Probate, AL  
05/05/2008 09:14:56AM FILED/CERT

I091FHSX

## **SCHEDULE A**

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

LOT 41, ACCORDING TO THE SURVEY OF NORTH LAKE AT GREYSTONE,  
AS RECORDED IN MAP BOOK 24 PAGE 119, IN THE PROBATE OFFICE OF  
SHELBY COUNTY, ALABAMA.

KNOWN: 607 N LAKE CIR

PARCEL: 038270009026000