

20080507000186540 1/3 \$271.50  
Shelby Cnty Judge of Probate, AL  
05/07/2008 08:38:29AM FILED/CERT

WHEN RECORDED MAIL TO:



WEYGAND, RAY

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

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

20080421 621140



MODIFICATION OF MORTGAGE



\*DOC48002000000043271300002174900000000\*

THIS MODIFICATION OF MORTGAGE dated April 11, 2008, is made and executed between RAY WEYGAND AKA LOUIS RAYMOND WEYGAN, whose address is 906 MATADOR DR, CHELSEA, AL 35043; MICHELLE WEYGAND, whose address is 906 MATADOR DR, CHELSEA, AL 35043; 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 July 28, 2006 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

MORTGAGE RECORDED 08-31-2006 IN INST#20060831000430580 IN THE JUDGE OF PROBATES OFFICE OF SHELBY COUNTY, ALABAMA.

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 906 MATADOR DR, CHELSEA, AL 350430000.

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

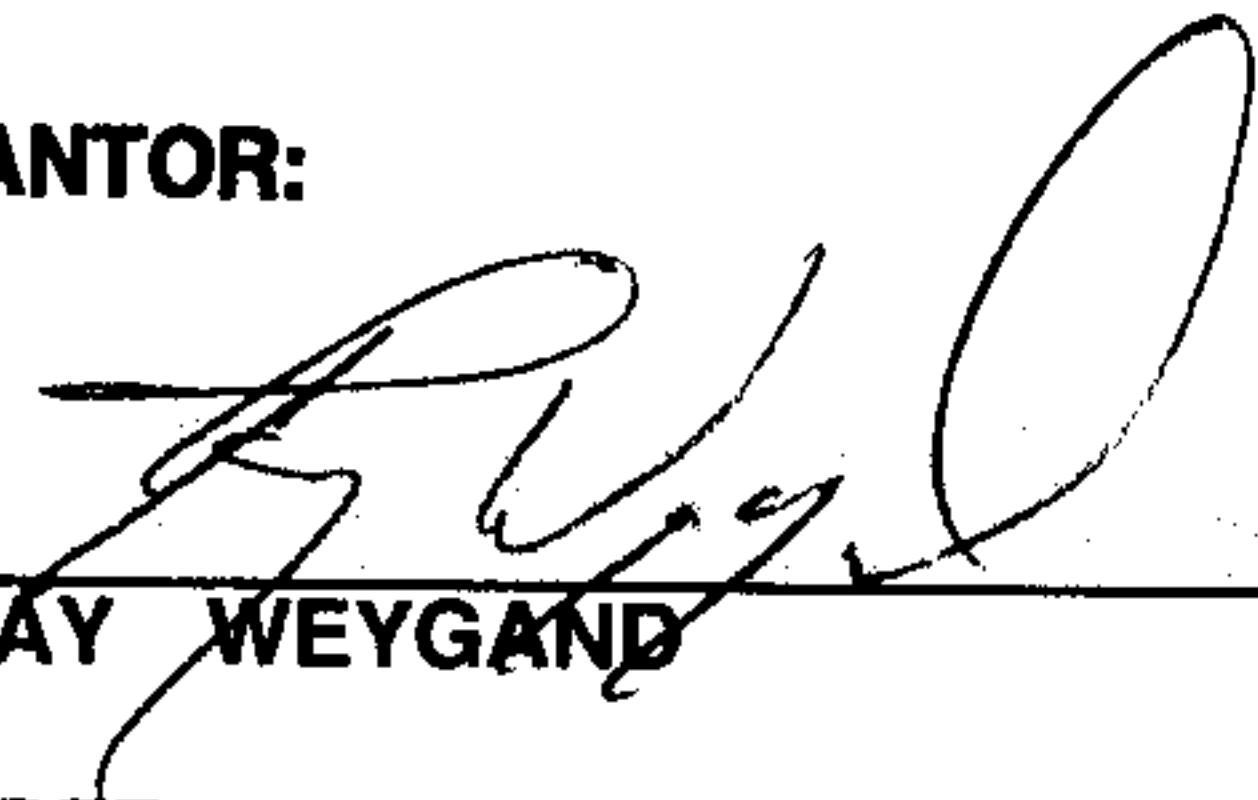
The Credit Limit or maximum principal indebtedness secured by the Mortgage (excluding finance charges, any temporary overages, other charges and any amounts expended or advanced as provided in the Mortgage) is hereby increased from \$81,000.00 to \$250,000.00.

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 APRIL 11, 2008.

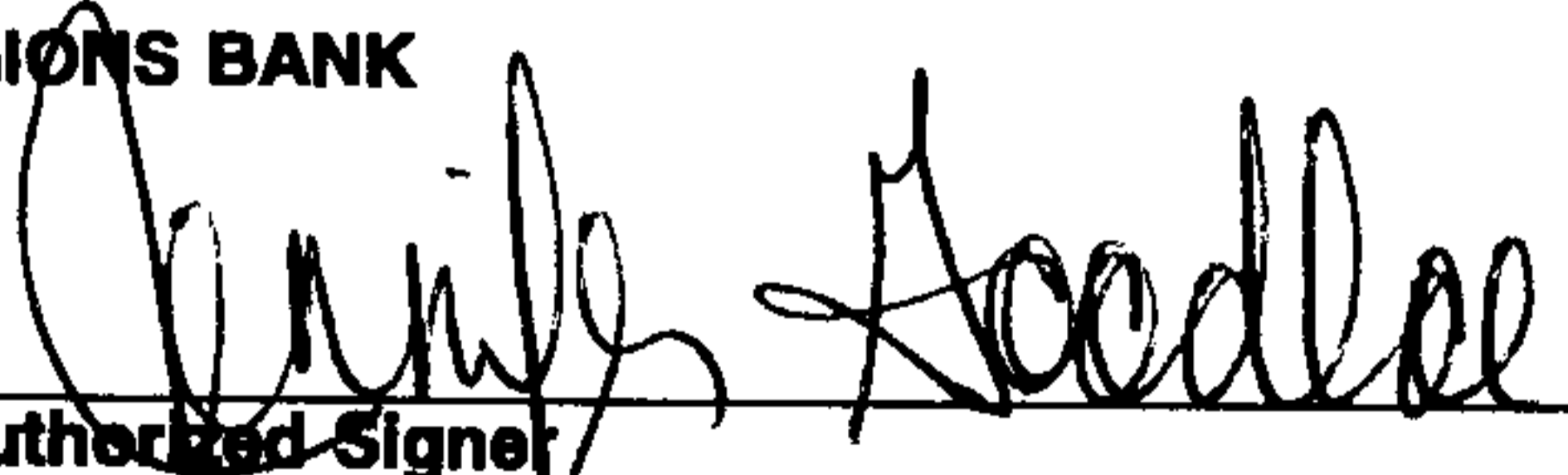
THIS MODIFICATION IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MODIFICATION IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

GRANTOR:

X  (Seal)  
RAY WEYGAND

X  (Seal)  
MICHELLE WEYGAND

LENDER:

REGIONS BANK  
X  (Seal)  
Authorized Signer

This Modification of Mortgage prepared by:

Name: Candice Edwards  
Address: P.O. BOX 830721  
City, State, ZIP: BIRMINGHAM, AL 35283

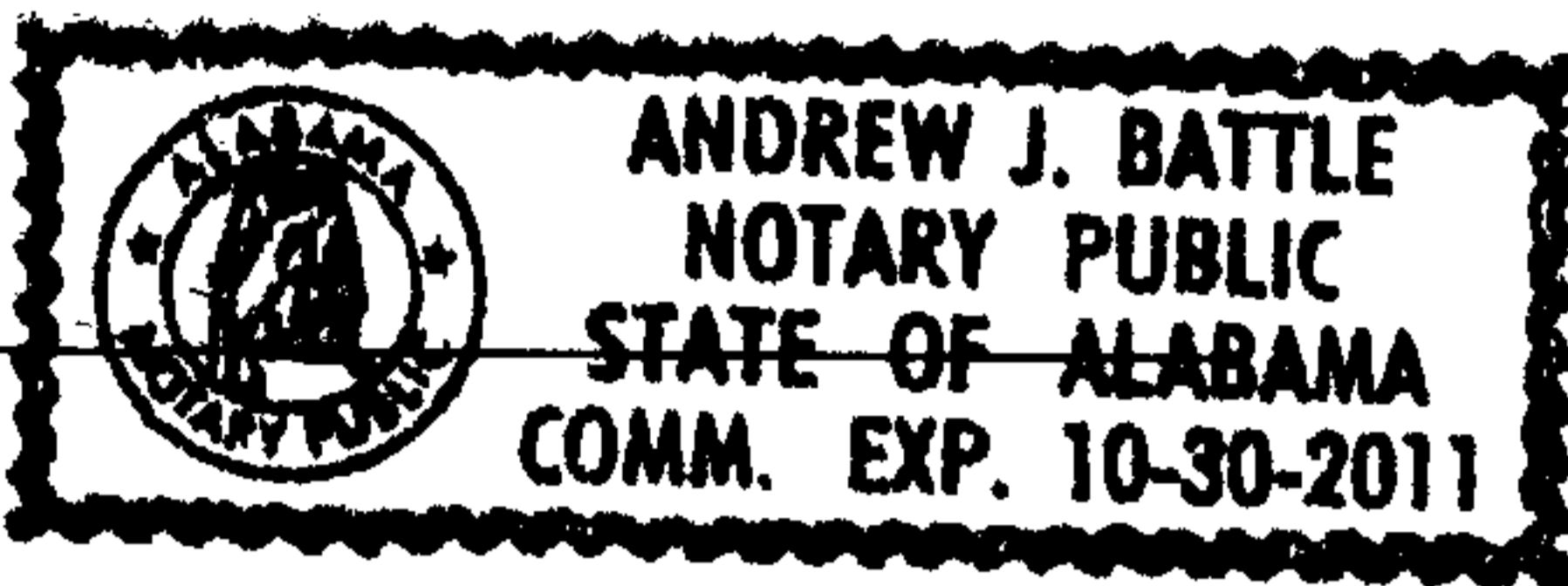
## INDIVIDUAL ACKNOWLEDGMENT

STATE OF AlabamaCOUNTY OF Shelby)  
) SS  
)20080507000186540 2/3 \$271.50  
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I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that RAY WEYGAND and MICHELLE WEYGAND, 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 11<sup>th</sup> day of April, 20 08.

My commission expires

Andrew J. Battle  
Notary Public

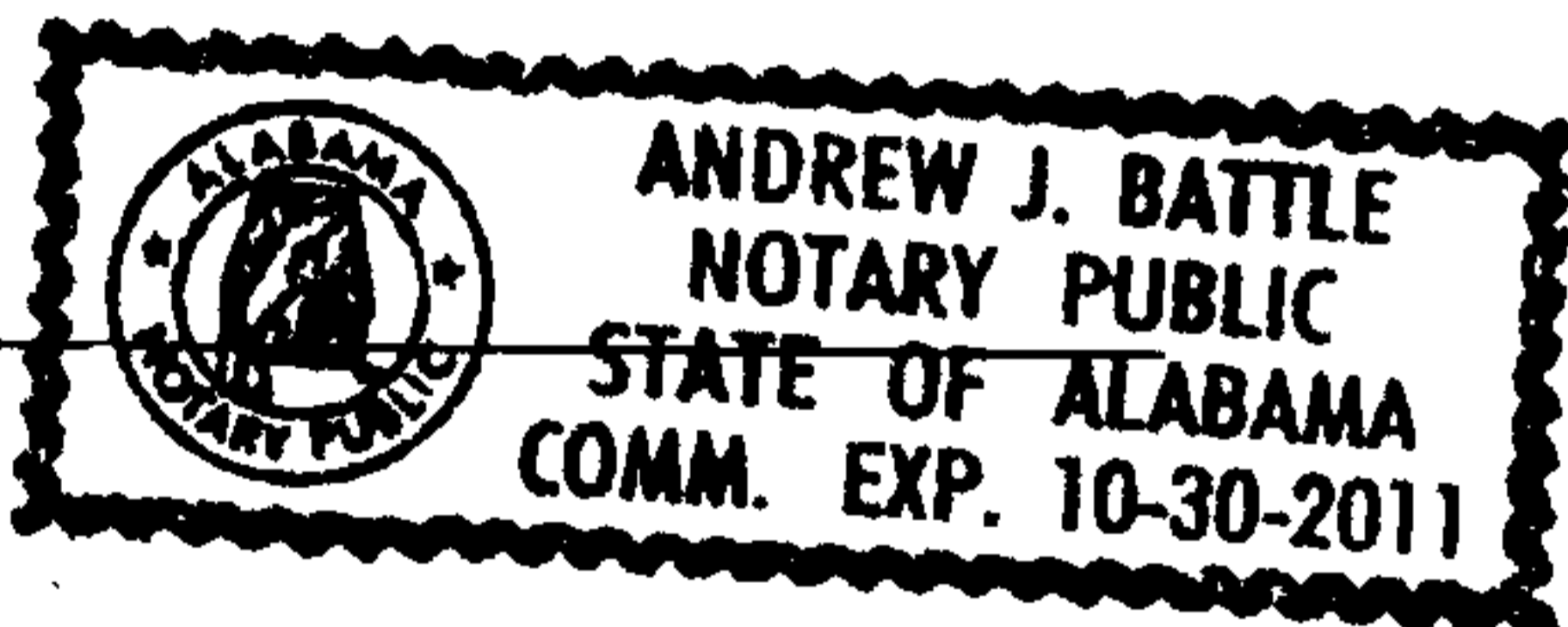
## LENDER ACKNOWLEDGMENT

STATE OF AlabamaCOUNTY OF Shelby)  
) 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 11<sup>th</sup> day of April, 20 08.

My commission expires

Andrew J. Battle  
Notary Public



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## **SCHEDULE A**

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

LOT 1, ACCORDING TO THE SURVEY OF WEYGAND HILL SUBDIVISION, AS  
RECORDED IN MAP BOOK 35 PAGE 16, IN THE PROBATE OFFICE OF SHELBY  
COUNTY, ALABAMA.

KNOWN: 906 MATADOR DR

PARCEL: 146130000001028