

20080508000190470 1/3 \$30.35
Shelby Cnty Judge of Probate, AL
05/08/2008 03:17:45PM FILED/CERT



GEORGE B. HICKS

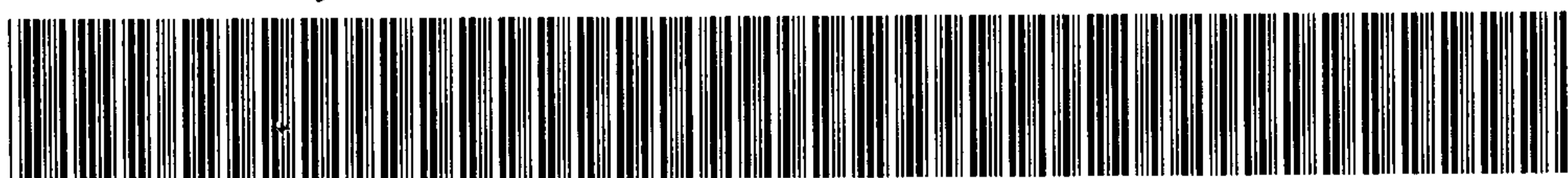
Record and Return To:
Fiserv Lending Solutions
P.O. BOX 2590
Chicago, IL 60690

20080230940590

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MODIFICATION OF MORTGAGE



DOC48002000000052990711002031240000000

THIS MODIFICATION OF MORTGAGE dated March 4, 2008, is made and executed between **GEORGE B HICKS**, whose address is **417 CEDAR GROVE LN, MAYLENE, AL 35114**; **APRIL A HICKS**, whose address is **417 CEDAR GROVE LN, MAYLENE, AL 35114**; 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 March 3, 2005 (the "Mortgage") which has been recorded in **SHELBY County, State of Alabama**, as follows:

RECORDED 03/29/2005 INSTR # 20050329000140660, BY SHELBY COUNTY, ALABAMA, JUDGE OF PROBATE.

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 **417 CEDAR GROVE LANE, MAYLENE, AL 35114**.

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 \$25,500 to \$34400.00.

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 MARCH 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 *George B. Hicks* (Seal)
GEORGE B HICKS

X *April A. Hicks* (Seal)
APRIL A HICKS

LENDER:

REGIONS BANK

X *Debra D. Payne* (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: Joanne Hayes
Address: P.O. BOX 830721
City, State, ZIP: BIRMINGHAM, AL 35283

MODIFICATION OF MORTGAGE
(Continued)

Loan No: 005299071100203124

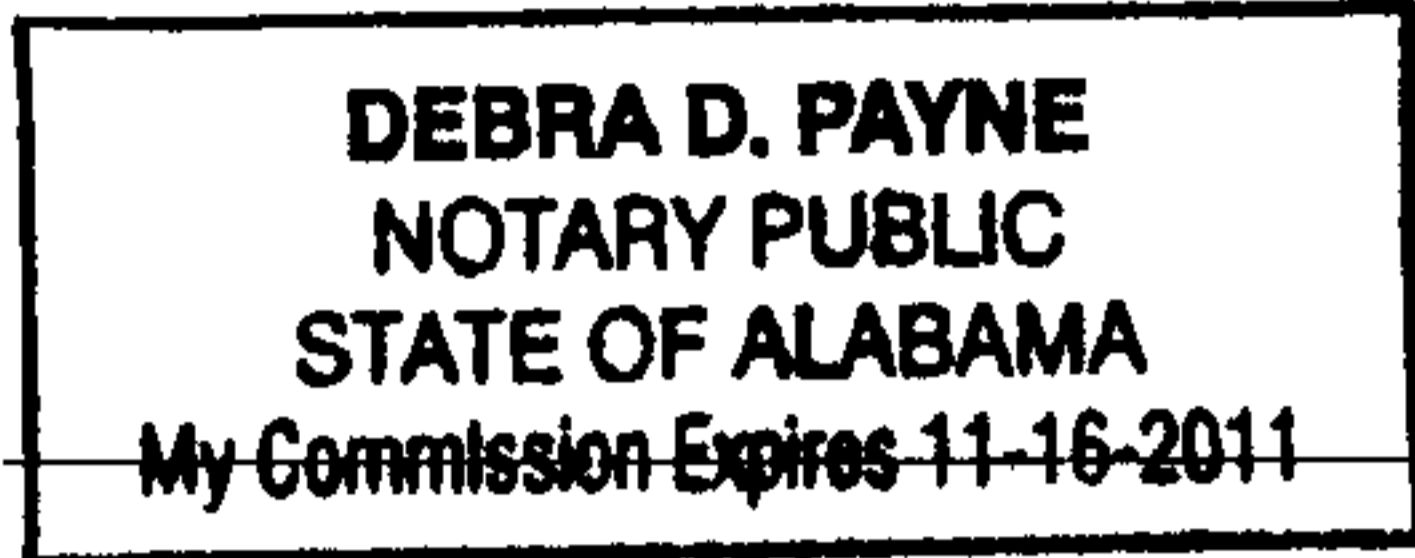
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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Chilton)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **GEORGE B HICKS and APRIL A HICKS**, 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 10 day of April, 2008.



Debra D. Payne
Notary Public

My commission expires _____

LENDER 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 Debra Payne of 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 10 day of April, 2008.

MY COMMISSION EXPIRES JUNE 27, 2010

Kathleen Payne
Notary Public

My commission expires _____



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10249293

SCHEDULE A

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

LOT 25, ACCORDING TO THE SURVEY OF CEDAR GROVE AT STERLING
GATE, AS RECORDED IN MAP BOOK 24 PAGE 20, IN THE PROBATE OFFICE
OF SHELBY COUNTY, ALABAMA.

KNOWN: 417 CEDAR GROVE LANE

PARCEL: 232040003022000



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