

WHEN RECORDED MAIL TO:

Regions Bank
Loan Operations-Consumer Document Control
P.O. Box 830734
Birmingham, AL 35283

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



MODIFICATION OF MORTGAGE



DOC4800200000004327130000422230000000

THIS MODIFICATION OF MORTGAGE dated May 8, 2008, is made and executed between C. NEPOMUCENO, MD AND EDNA NEPOMUCENO, TRUSTEES OR THEIR SUCCESSORS IN TRUST, UNDER THE NEPOMUCENO LIVING TRUST, DATED JANUARY 13, 2006 AND AMENDMENTS THERETO, whose address is 1070 COUNTRY CLUB CIR, BIRMINGHAM, AL 35244; and CECILIO S NEPOMUCENO AKA C NEPOMUCENO MD, whose address is 1070 COUNTRY CLUB CIR, BIRMINGHAM, AL 35244; EDNA NEPOMUCENO AKA EDNA M NEPOMUCENO, whose address is 1070 COUNTRY CLUB CIR, BIRMINGHAM, AL 35244; husband and wife (referred to below as "Grantor") and Regions Bank, whose address is 1849 Highway 31 South, Birmingham, AL 35244 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated July 26, 2007 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON 09/07/2007 IN THE OFFICE OF THE JUDGE OF PROBATE FOR SHELBY COUNTY ALABAMA IN INSTRUMENT #20070907000420460.

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 1070 COUNTRY CLUB CIR, BIRMINGHAM, AL 35244.

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 \$95,000 to \$125,000.

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 MAY 8, 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 Cecilio S. Nepomuceno (Seal)
CECILIO S NEPOMUCENO, Individually

x Edna Nepomuceno (Seal)
EDNA NEPOMUCENO, Individually

C. NEPOMUCENO, MD AND EDNA NEPOMUCENO, TRUSTEES OR THEIR SUCCESSORS IN TRUST, UNDER THE NEPOMUCENO LIVING TRUST, DATED JANUARY 13, 2006 AND AMENDMENTS THERETO

By: C. Nepomuceno MD (Seal)
C NEPOMUCENO MD, Trustee

By: Edna Nepomuceno (Seal)
EDNA NEPOMUCENO, Trustee

LENDER:

REGIONS BANK

x Andrea Parker (Seal)
Authorized Signer

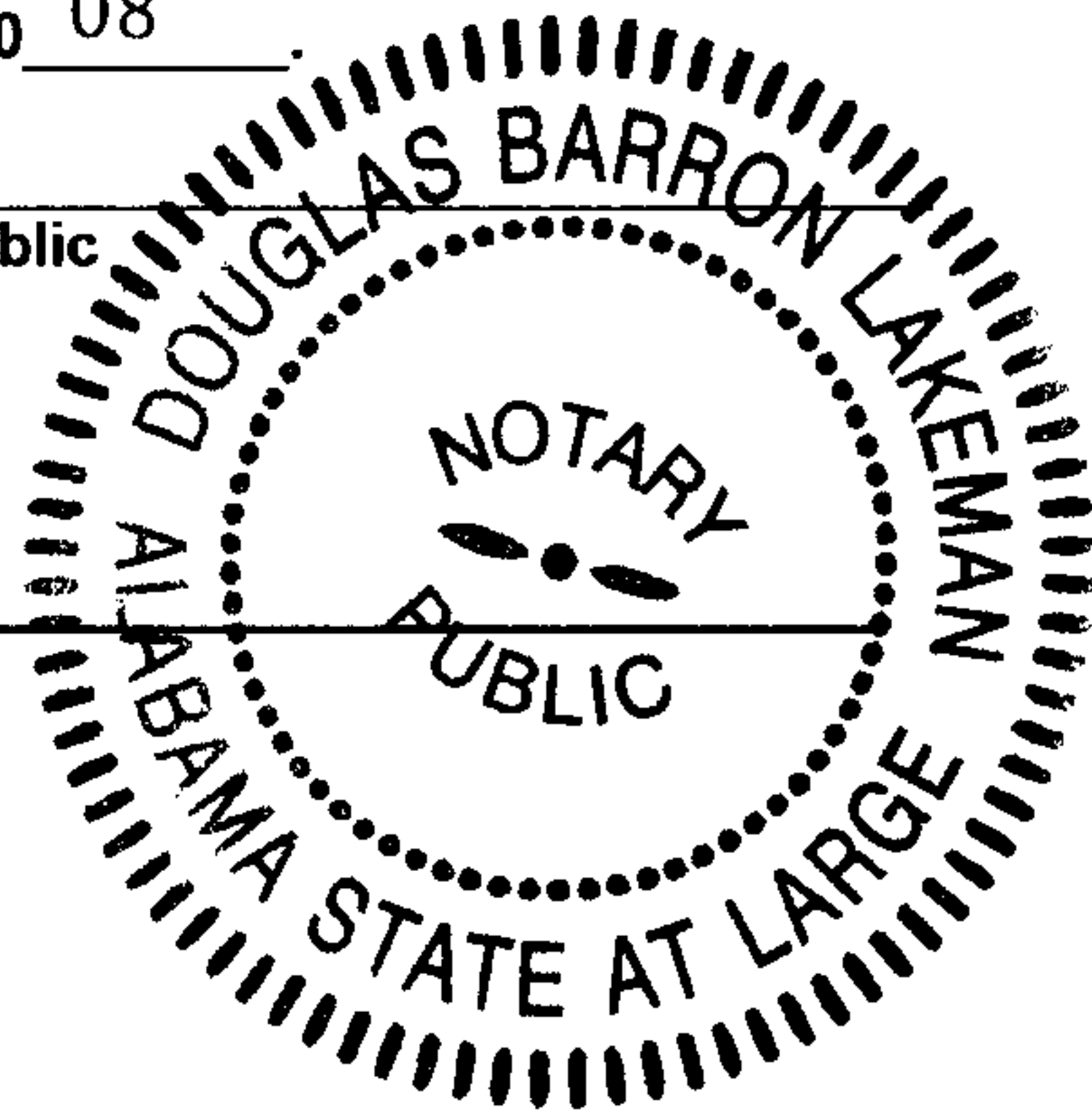
This Modification of Mortgage prepared by:

Name: Brandie Cupps
Address: P.O. BOX 830721
City, State, ZIP: BIRMINGHAM, AL 35283
20080516000200430 2/3 \$67.00
Shelby Cnty Judge of Probate, AL
05/16/2008 11:27:15AM FILED/CERT

INDIVIDUAL ACKNOWLEDGMENT

STATE OF AL)
)
COUNTY OF Shelby) SS
)I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **CECILIO S NEPOMUCENO** and **EDNA NEPOMUCENO**, 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 8th day of May, 20 08My commission expires 3-3-12DOUGLAS BARRON LAKEMAN
COMMISSION EXPIRES 3/3/12

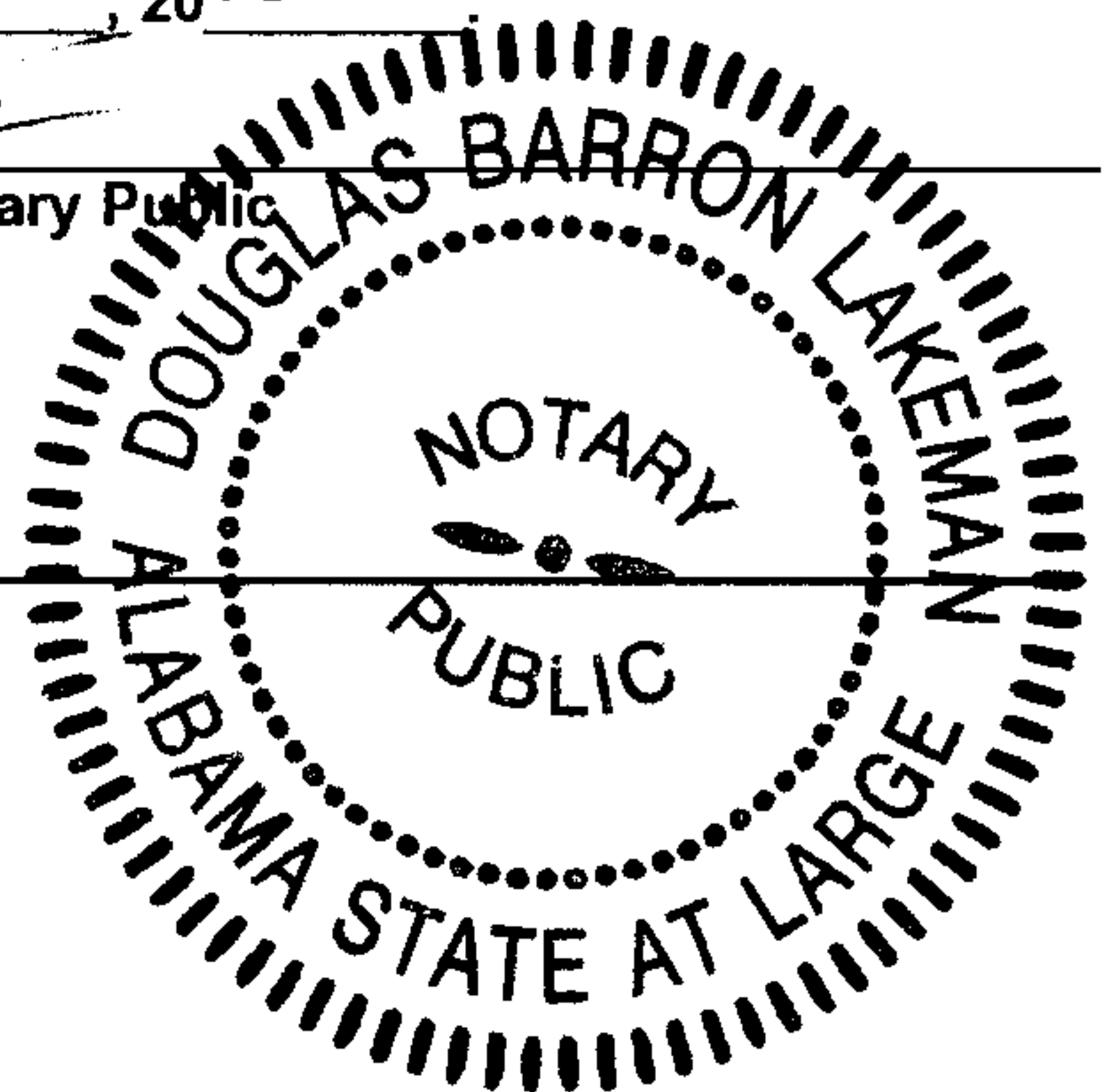
Notary Public



TRUST ACKNOWLEDGMENT

STATE OF AL)
)
COUNTY OF Shelby) SS
)I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **C NEPOMUCENO MD**, and **EDNA NEPOMUCENO**, of **C. NEPOMUCENO, MD AND EDNA NEPOMUCENO, TRUSTEES OR THEIR SUCCESSORS IN TRUST, UNDER THE NEPOMUCENO LIVING TRUST, DATED JANUARY 13, 2006 AND AMENDMENTS THERETO**, a trust, are signed to the foregoing Modification and who are known to me, acknowledged before me on this day that, being informed of the contents of said Modification of Mortgage, they, as such authorized trustees or agents and with full authority, executed the same voluntarily for and as the act of said trust.Given under my hand and official seal this 8th day of May, 20 08My commission expires 3-3-12DOUGLAS BARRON LAKEMAN
COMMISSION EXPIRES 3/3/12

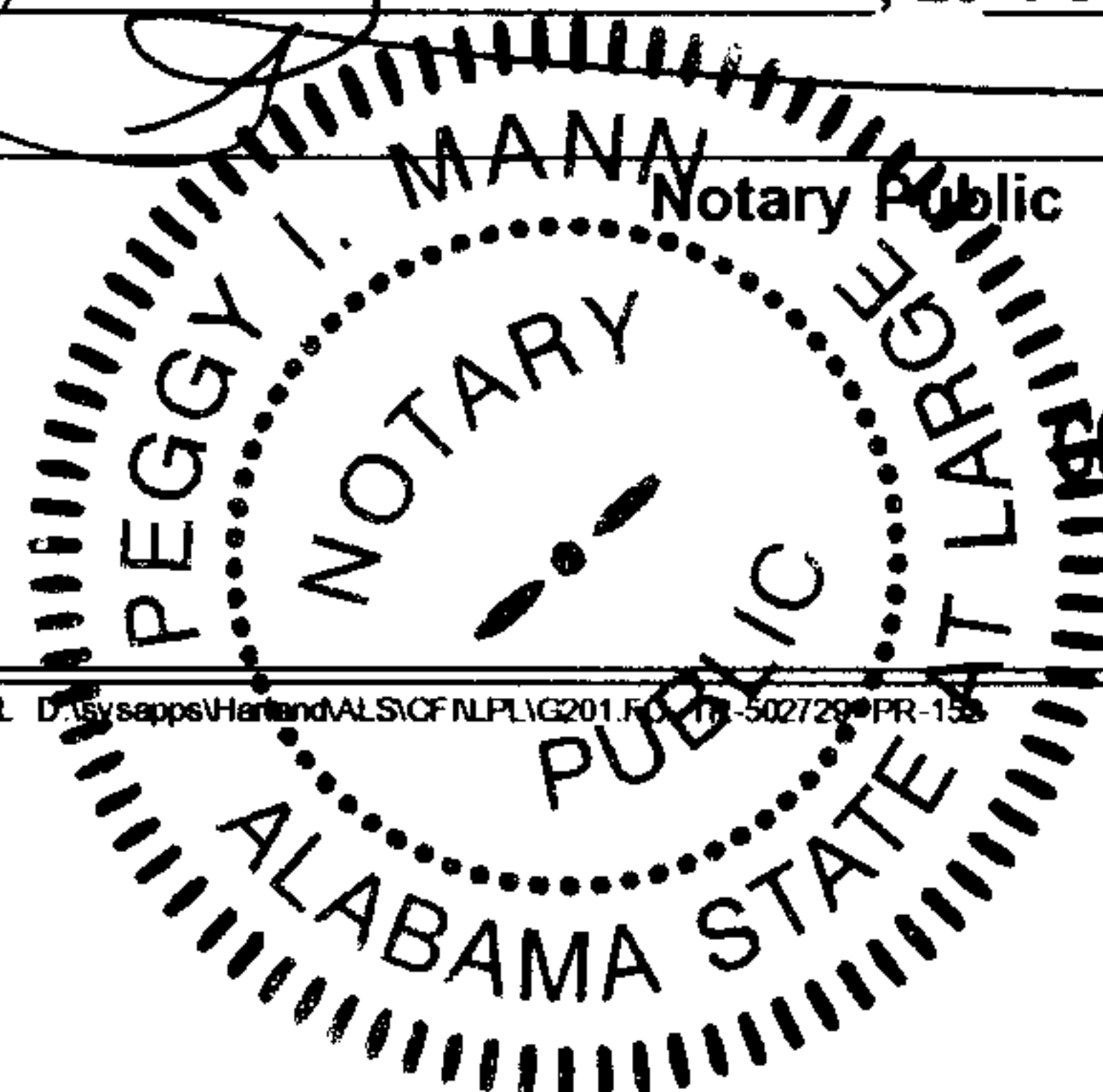
Notary Public



LENDER ACKNOWLEDGMENT

STATE OF AL)
)
COUNTY OF Shelby) SS
)I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Ada Dailey, Branch Assistant 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 8th day of May, 20 08My commission expires 2-5-11

Notary Public

PEGGY I. MANN
COMMISSION EXPIRES FEB 5, 2011

20080516000200430 3/3 \$67.00
Shelby Cnty Judge of Probate, AL
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Exhibit "A"

Lot 3414, according to the Survey of Riverchase Country Club, Thirty Fourth Addition, as recorded in Map Book 15, Page 32, in the Probate Office of Shelby County, Alabama.