



Record and Return To: Fisery Lending Solutions P.O. BOX 2590

FLETCHER, MERNA

P.U. BUX 2590 Chicago, IL 60690

2008/10/13/39-80

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



## **MODIFICATION OF MORTGAGE**



\*DOC48002000000043271300005383820000000\*

THIS MODIFICATION OF MORTGAGE dated April 23, 2008, is made and executed between MERNA FLETCHER, whose address is 128 SUGAR DR, PELHAM, AL 351241579; unmarried (referred to below as "Grantor") and Regions Bank, whose address is 941 20th Street South, Birmingham, AL 35205 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated March 22, 2004 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED MARCH 29,2004 SHELBY CO,AL INSTR# 20040329000159520.

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 128 SUGAR DR, PELHAM, AL 351240000.

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 \$16500 to \$27000.

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 23, 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;

MERNA FLETCHER

LENDER:

REGIONS BANK

Authorized <del>Si</del>gner

This Modification of Mortgage prepared by:

Name: Debbie Bryant Address: P.O. BOX 830721

(Seal)

(Seal)

City, State, ZIP: BIRMINGHAM, AL 35283

## MODIFICATION OF MORTGAGE

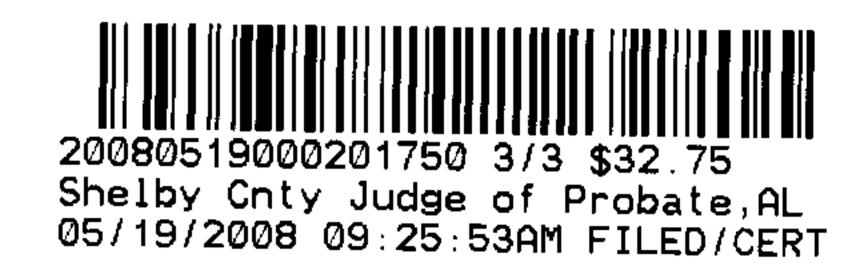
Loan No: 004327130000538382

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	NDIVIDUAL ACKNOWLEDGMENT	
STATE OF AL		20080519000201750 2/3 \$32.75 20080519000201750 2/3 \$32.75 Shelby Cnty Judge of Probate 05/19/2008 09:25:53AM FILED
COUNTY OF <u>Set Ferson</u>	) \$\$ 	
	and for said county in said state, hereby certify that MEI who is known to me, acknowledged before me on this do not be voluntarily on the day the same bears date.	
Given under my hand and official seal this	$\frac{23}{4}$ day of $\frac{200}{4}$	
MY COMMISSION EXPIRES	S OCTOBER 25, 2008	Notary Public
My commission expires		
	LENDER ACKNOWLEDGMENT	
STATE OF AL		
COUNTY OF <u>Sefferson</u>	) SS	
COUNTY OF JETTON	<b></b>	
I, the undersigned authority, a Notary Public in a	nd for said county in said state, hereby certify that a corporation, is signed to the foregoing Mo	Hatha Who is known to me
acknowledged before me on this day that, being full authority, executed the same voluntarily for a	; informed of the contents of said Modification of Mortga	ge, he or she, as such officer and with
Given under my hand and official seal this	23 day of April	
MY COMMISSION EXPIRES	S OCTOBER 25, 2668 Cepth	Notary Public
My commission expires	<u> </u>	

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## **SCHEDULE A**

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

LOT 15, ACCORDING TO THE SURVEY OF SUGAR OAKS, AS RECORDED IN MAP BOOK 16 PAGE 126, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

KNOWN: 128 SUGAR DR

PARCEL: 131021000019028