

20080522000210560 1/3 \$33.80
Shelby Cnty Judge of Probate, AL
05/22/2008 03:49:40PM FILED/CERT

WHEN RECORDED MAIL TO:



THOMPSON, TIMOTHY J

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



DOC48002000000052990711001635750000000

20080710956180

THIS MODIFICATION OF MORTGAGE dated April 21, 2008, is made and executed between TIMOTHY J THOMPSON, whose address is 2714 WELLINGTON DR, PELHAM, AL 35124; LORI P THOMPSON AKA LORI THOMPSON, whose address is 2714 WELLINGTON DR, PELHAM, AL 35124; husband and wife (referred to below as "Grantor") and Regions Bank, whose address is 2228 Pelham Parkway, Pelham, AL 35124 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated September 21, 2004 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

MTG DATED 09-21-2004 RECORDED 10-04-2004 IN SHELBY CO, AL INSTR: 20041004000546880 MODIFIED 03-09-2006 RECORDED 03-27-2006 INSTR: 20060327000141300 MODIFIED 12-27-2007 RECORDED 01-16-2008 INSTR: 20080116000022510.

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 2714 WELLINGTON DR, PELHAM, AL 35124.

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 \$77000 to \$86200.

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 21, 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)
TIMOTHY J THOMPSON

x  (Seal)
LORI P THOMPSON

LENDER:

REGIONS BANK

x  (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: Tameka Fikes
Address: P.O. BOX 830721
City, State, ZIP: BIRMINGHAM, AL 35283

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 **TIMOTHY J THOMPSON** and **LORI P THOMPSON**, 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 21st day of April, 2008.

My Commission Expires
August 30, 2011

Deundra Hunter
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 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 21st day of April, 2008.

My Commission Expires
August 30, 2011

Deundra Hunter
Notary Public

My commission expires _____


20080522000210560 2/3 \$33.80
Shelby Cnty Judge of Probate, AL
05/22/2008 03:49:40PM FILED/CERT


20080522000210560 3/3 \$33.80
Shelby Cnty Judge of Probate, AL
05/22/2008 03:49:40PM FILED/CERT

I073FR91

SCHEDULE A

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

LOT 20, ACCORDING TO THE SURVEY OF CHANDA TERRACE, AS RECORDED
IN MAP BOOK 12 PAGE 99, IN THE PROBATE OFFICE OF SHELBY COUNTY,
ALABAMA.

KNOWN: 2714 WELLINGTON DR

PARCEL: 131012001003202