20080527000212490 1/3 \$61.50 Shelby Cnty Judge of Probate, AL 05/27/2008 08:07:26AM FILED/CERT

WHEN RECORDED MAIL TO:

Record and Return To: Fiserv Lending Solutions

DAHLE, BRIAN J

P.O. BOX 2590 Chicago, IL 60690

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



20080461348460

(Seal)

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated March 21, 2008, is made and executed between BRIAN J DAHLE, whose address is 1128 INDEPENDENCE DR, ALABASTER, AL 350079365; ANN P DAHLE, A/K/A ANNE P DAHLE whose address is 1128 INDEPENDENCE DR, ALABASTER, AL 350079365; husband and wife (referred to below as "Grantor") and Regions Bank, whose address is 55 South Colonial Drive, Alabaster, AL 35007 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated January 20, 2006 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED 02/10/2006 IN THE JUDGE OF PROBATE OFFICE OF SHELBY COUNTY, ALABAMA INSTRUMENT # 20060210000068480.

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 1128 INDEPENDENCE DRIVE, ALABASTER, AL 350070000.

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 \$15,000.00 to \$44,000.00.

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 MARCH 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:

BRIAN J DAHLE

(Seal)

ANN P DAHLE

LENDER:

**REGIONS BANK** 

**Authorized Signer** 

(Seal)

This Modification of Mortgage prepared by:

Name: Kimberly Strown Address: P.O. BOX 830721

City, State, ZIP: BIRMINGHAM, AL 35283

## MODIFICATION OF MORTGAGE

Loan No: 004327130000153646

My commission expires

(Continued)

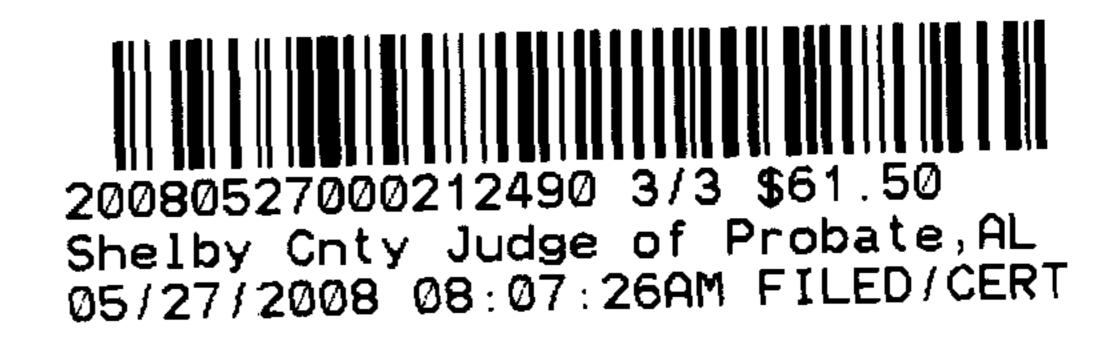
Page 2 INDIVIDUAL ACKNOWLEDGMENT STATE OF Alabama 20080527000212490 2/3 \$61.50 Shelby Cnty Judge of Probate, AL 05/27/2008 08:07:26AM FILED/CERT SS ( I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that BRIAN J DAHLE and ANN P DAHLE husband and wife, 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 \_\_\_\_\_ 215+ JOSEPH PUCKETT NOTARY PUBLIC ALABAMA STATE AT LARGE
Ares My COMMISSION EXPINES JANUARY 8, 2011 My commission expires LENDER ACKNOWLEDGMENT STATE OF COUNTY OF Melly Donario Hopkins I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that of Residus 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. 25+ Given under my hand and official seal this JOSEPH PUCKETT

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NOTARY PUBLIC ALABAMA STATE AT LARGE

MY COMMISSION EXPIRES JANUARY 9, 2011

**Notary Public** 



10514539

## SCHEDULE A

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

LOT 102, ACCORDING TO THE SURVEY OF AUTUMN RIDGE, AS RECORDED IN MAP BOOK 12 PAGE 4, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

KNOWN: 1128 INDEPENDENCE DR

PARCEL: 138274002102000