



20080528000215250 1/3 \$63.60
Shelby Cnty Judge of Probate, AL
05/28/2008 08:40:57AM FILED/CERT



JOHNSON, MARK J

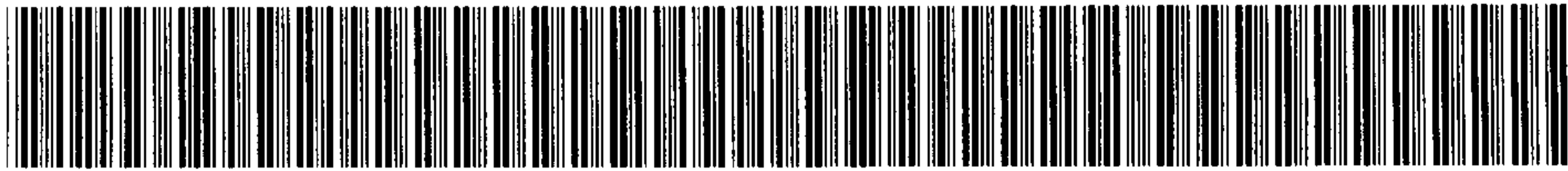
Record and Return To:
Fiserv Lending Solutions
P.O. BOX 2590
Chicago, IL 60690

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



2608092115370

9031100083075 MODIFICATION OF MORTGAGE



DOC4800200000052990711000830700000000

THIS MODIFICATION OF MORTGAGE dated April 10, 2008, is made and executed between MARK J JOHNSON AKA MARK JOHNSON, whose address is 237 NORWICK FOREST DR, ALABASTER, AL 35007; JEAN E JOHNSON FKA JEAN E SCHMALE, whose address is 237 NORWICK FOREST DR, ALABASTER, AL 35007; husband and wife (referred to below as "Grantor") and Regions Bank, whose address is 1235 First Street North, Alabaster, AL 35007 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated February 26, 2004 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

MTG DATED 02-26-2004 RECORDED 03-16-2004 IN SHELBY CO, AL INSTRUMENT 20040316000134280; MODIFIED 04-20-2004 RECORDED 05-04-2004 INSTRUMENT 20040504000234470; MODIFIED 02-07-2007 RECORDED 02-21-2007 INSTRUMENT 20070221000079530.

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 237 NORWICK FOREST DRIVE, ALABASTER, AL 35007.

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 \$60000 to \$88400.

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 10, 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 Mark J Johnson (Seal)
MARK J JOHNSON

x Jean E Johnson (Seal)
JEAN E JOHNSON

LENDER:

REGIONS BANK

x Mollie Stiff (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

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

MODIFICATION OF MORTGAGE
(Continued)

Loan No: 005299071100083070

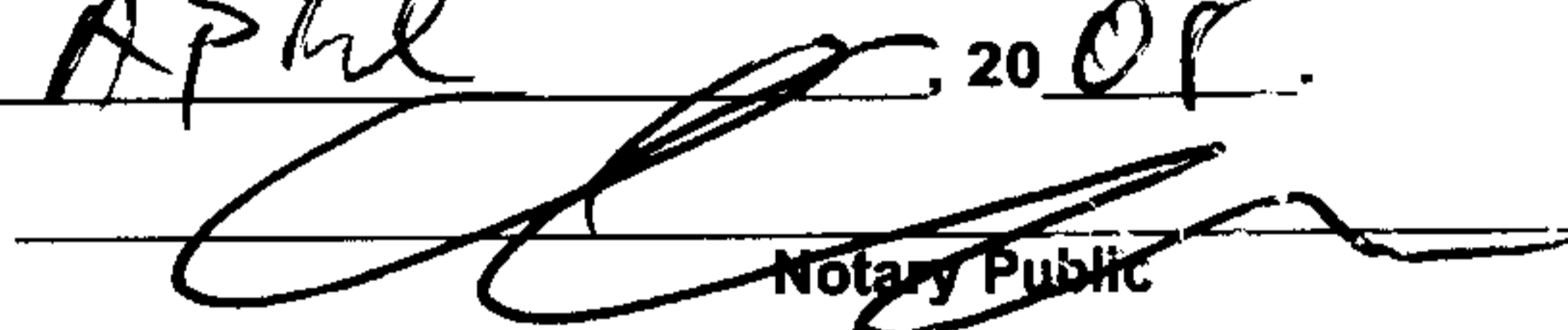
Page 2

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama)
)
COUNTY OF Jefferson) SS
)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that MARK J JOHNSON and JEAN E JOHNSON, 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.


Notary Public

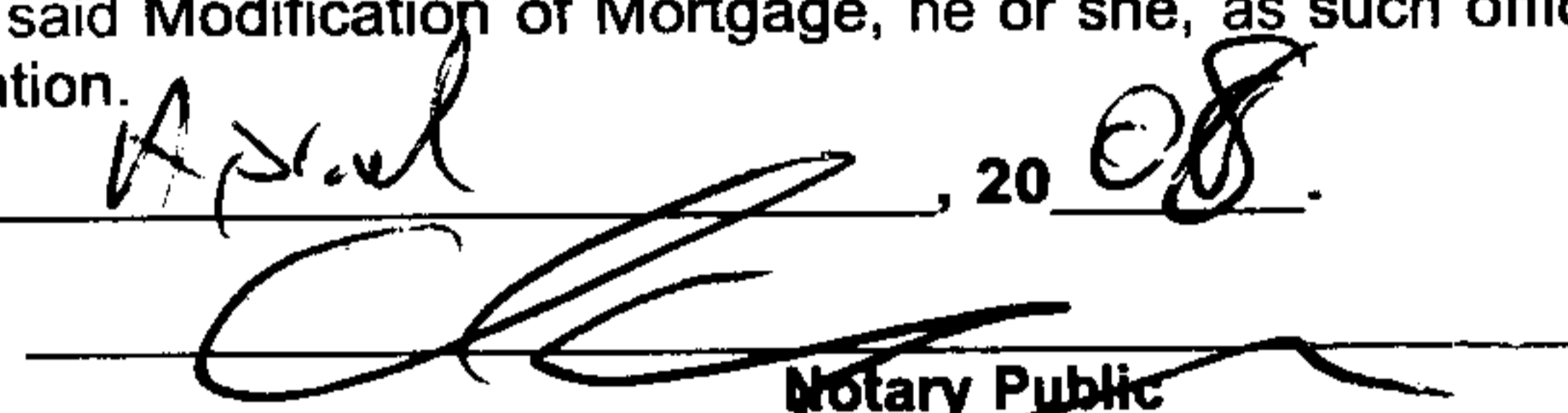
My commission expires MY COMMISSION EXPIRES JULY 30, 2011

LENDER ACKNOWLEDGMENT


STATE OF Alabama)
)
COUNTY OF Jefferson) SS
)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Molle-S-FF 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.


Notary Public

My commission expires MY COMMISSION EXPIRES JULY 30, 2011


20080528000215250 2/3 \$63.60
Shelby Cnty Judge of Probate, AL
05/28/2008 08:40:57AM FILED/CERT

20080528000215250 3/3 \$63.60
Shelby Cnty Judge of Probate, AL
05/28/2008 08:40:57AM FILED/CERT

I095FPXH

SCHEDULE A

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

LOT 11, ACCORDING TO THE SURVEY OF NORWICK FOREST 2ND SECTOR,
AS RECORDED IN MAP BOOK 13 PAGE 23 A & B, IN THE PROBATE OFFICE
OF SHELBY COUNTY, ALABAMA.

KNOWN: 237 NORWICK FOREST DR

PARCEL: 232032001001052