

20080530000218440 1/3 \$92.50
Shelby Cnty Judge of Probate, AL
05/30/2008 08:29:17AM FILED/CERT



UPADHYAY, SHAILESH

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

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

20080601516500



REGIONS

MODIFICATION OF MORTGAGE



DOC48002000000043271300001561850000000

THIS MODIFICATION OF MORTGAGE dated March 28, 2008, is made and executed between SHAILESH P UPADHYAY A/K/A SHAILESH UPADHYAY, whose address is 1509 HARDWOOD COVE CIR, BIRMINGHAM, AL 352427038; RITA S UPADHYAY A/K/A RITA UPADHYAY, whose address is 1509 HARDWOOD COVE CIR, BIRMINGHAM, AL 352427038; husband and wife (referred to below as "Grantor") and Regions Bank, whose address is 5420 Highway 280, Birmingham, AL 35242 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated January 28, 2006 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON 2-20-06 IN THE OFFICE OF THE JUDGE OF PROBATE FOR SHELBY COUNTY, ALABAMA IN INSTRUMENT NUMBER 20060220000082540.

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 1509 HARDWOOD COVE, BIRMINGHAM, AL 35242.

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 \$107,000.00 to \$156,000.00.

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 endorser 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 28, 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)
SHAILESH P UPADHYAY

X _____ (Seal)
RITA S UPADHYAY

LENDER:

REGIONS BANK

X _____ (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: Candice Edwards
Address: P.O. BOX 830721
City, State, ZIP: BIRMINGHAM, AL 35283

MODIFICATION OF MORTGAGE
(Continued)

Loan No: 004327130000156185

Page 2

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 **SHAILESH P UPADHYAY** and **RITA S UPADHYAY**, 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 28th day of March, 2008.

Carson W. Russell
Notary Public

My commission expires MY COMMISSION EXPIRES DECEMBER 2, 2009

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 28th day of March, 2008.

Carson W. Russell
Notary Public

My commission expires MY COMMISSION EXPIRES DECEMBER 2, 2009


20080530000218440 2/3 \$92.50
Shelby Cnty Judge of Probate, AL
05/30/2008 08:29:17AM FILED/CERT

20080530000218440 3/3 \$92.50
Shelby Cnty Judge of Probate, AL
05/30/2008 08:29:17AM FILED/CERT

I064FGPB

SCHEDULE A

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

LOT 70, ACCORDING TO THE SURVEY OF THE COVE OF GREYSTONE, AS
RECORDED IN MAP BOOK 26 PAGE 39, IN THE PROBATE OFFICE OF SHELBY
COUNTY, ALABAMA.

KNOWN: 1509 HARDWOOD COVE CIRCLE

PARCEL: 038270011045000