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20080604000226090 1/3 \$92.00
Shelby Cnty Judge of Probate, AL
06/04/2008 09:30:18AM FILED/CERT



AME H. KEHOE

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

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

20080581203060



REGIONS

7130000089548

MODIFICATION OF MORTGAGE



DOC4800200000043271300000890480000000

THIS MODIFICATION OF MORTGAGE dated March 6, 2008, is made and executed between AME H KEHOE, whose address is 2024 BLUE HERON CIR, BIRMINGHAM, AL 35242; JOHN E KEHOE, whose address is 2024 BLUE HERON CIR, BIRMINGHAM, AL 35242; wife and husband (referred to below as "Grantor") and Regions Bank, whose address is 102 Inverness Plaza, Birmingham, AL 35243 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated February 18, 2005 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON 03/11/2005 IN THE OFFICE OF JUDGE OF PROBATE OF SHELBY COUNTY, AL IN BK 200503110001105750 PG 1.

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 2024 BLUE HERRON CIR, 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 \$50,000.00 to \$100,000.00.

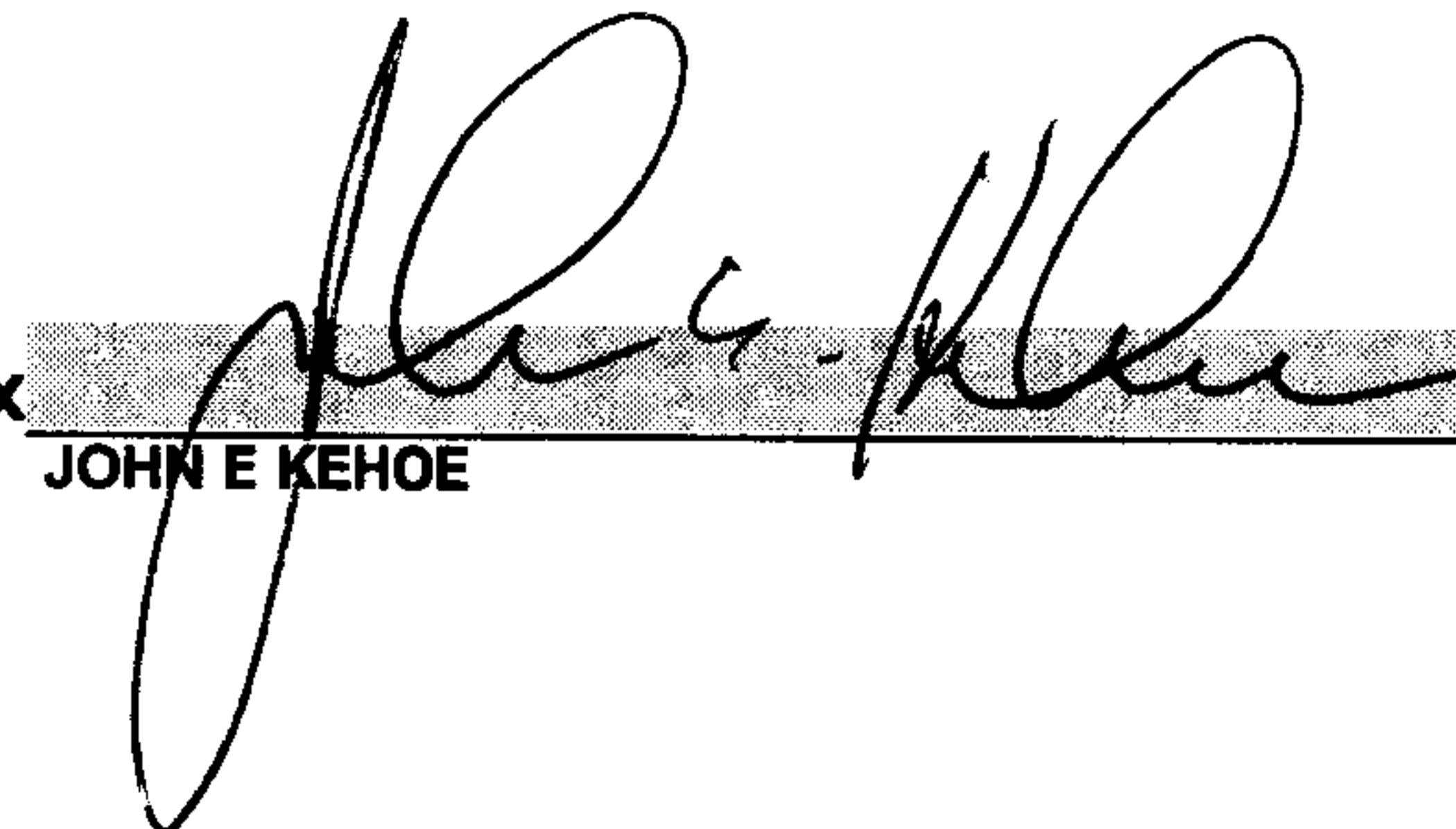
CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right 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 6, 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)
AME H KEHOE

X  (Seal)
JOHN E KEHOE

LENDER:

REGIONS BANK

X  (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: Debra Polgar
Address: P.O. BOX 830721
City, State, ZIP: BIRMINGHAM, AL 35283

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama

)

COUNTY OF Shelby

) SS

)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **AME H KEHOE and JOHN E KEHOE**, wife and husband, 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 6 day of May, 2008.

J R Zappa
Notary Public

My commission expires NOTARY COMMISSION EXPIRES OCTOBER 30, 2010

LENDER ACKNOWLEDGMENT

STATE OF Alabama

)

COUNTY OF Shelby

) SS

)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **Benjamin Walker of 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 6 day of May, 2008.

J R Zappa
Notary Public

My commission expires NOTARY COMMISSION EXPIRES OCTOBER 30, 2010

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SCHEDULE "A"

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

LOT 226, ACCORDING TO THE SURVEY OF HIGHLAND LAKES 2ND SECTOR, AN EDDLEMAN COMMUNITY, AS RECORDED IN MAP BOOK 20, PAGE 150, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

TOGETHER WITH NONO-EXCLUSIVE EASEMENT TO USE THE PRIVATE ROADWAYS, COMMON AREAS, ALL AS MORE PARTICULARLY DESCRIBED IN THE DECLARATION OF EASEMENTS AND MASTER PROTECTIVE COVENANTS FOR HIGHLAND LAKES, A RESIDENTIAL SUBDIVISION, RECORDED AS INSTRUMENT 1994-07111 AND AMENDED IN INSTRUMENT 1996-17543 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, AND THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR HIGHLAND LAKES, A RESIDENTIAL SUBDIVISION, 2ND SECOR, RECORDED AS INSTRUMENT 1996-10928 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA (WHICH TOGETHER WITH ALL AMENDMENTS THERETO, IS HEREINAFTER COLLECTIVELY REFERRED TO AS, THE "DECLARATION").

KNOWN: 2024 BLUE HERON CIRCLE

PARCEL: 092090003026000