

20080618000249600 1/3 \$171.00
Shelby Cnty Judge of Probate, AL
06/18/2008 03:56:07PM FILED/CERT

WHEN RECORDED MAIL TO:



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

HENRY, JAMES K

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



REGIONS

20081351333140

MODIFICATION OF MORTGAGE

L



DOC48002000000043271300000727130000000

THIS MODIFICATION OF MORTGAGE dated May 30, 2008, is made and executed between JAMES K HENRY, AKA JAMES HENRY, AKA JAMES KIRK HENRY, whose address is 1008 EAGLE LAKE CIR, BIRMINGHAM, AL 35242; JANE G HENRY, AKA JANE HENRY, AKA JANE GILL HENRY, whose address is 1008 EAGLE LAKE CIR, BIRMINGHAM, AL 35242; 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 June 16, 2004 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON 07/13/2004 IN THE OFFICE OF THE JUDGE OF PROBATE FOR SHELBY COUNTY ALABAMA IN INSTRUMENT # 20040713000385430 AND MODIFIED ON 12/07/2004 IN INSTRUMENT #20041207000669100.

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 1008 EAGLE LAKE 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 \$60,000 to \$100,000.

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 endorers 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 MAY 30, 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 James K. Henry (Seal)
JAMES K HENRY

x Jane G. Henry (Seal)
JANE G HENRY

LENDER:

REGIONS BANK

x Carole W. Russell (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: Brandie Cupps
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 JAMES K HENRY and JANE G HENRY , 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 30th day of May, 2008.

Adam 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 30th day of May, 2008.

W. M. Hedrick
Notary Public

My commission expires MY COMMISSION EXPIRES OCTOBER 3, 2010



20080618000249600 3/3 \$171.00
Shelby Cnty Judge of Probate, AL
06/18/2008 03:56:07PM FILED/CERT

I136FR21

SCHEDULE A

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

LOT 771, ACCORDING TO THE SURVEY OF EAGLE POINT, AS RECORDED
IN MAP BOOK 23 PAGE 115, IN THE PROBATE OFFICE OF SHELBY COUNTY,
ALABAMA.

KNOWN: 1008 EAGLE LAKE CIR

PARCEL: 093080005071000