

WHEN RECORDED MAIL TO:



FLEET, ELIZABETH G

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

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



REGIONS

20081371430460  
130000497431

MODIFICATION OF MORTGAGE



\*DOC48002000000043271300004974310000000\*

THIS MODIFICATION OF MORTGAGE dated May 28, 2008, is made and executed between ELIZABETH G FLEET, whose address is 191 MARLSTONE CT, HELENA, AL 35080; WILLIAM A FLEET AKA WILLIAM A FLEET III, whose address is 191 MARLSTONE CT, HELENA, AL 35080; wife and husband (referred to below as "Grantor") and Regions Bank, whose address is 1651 Montgomery Highway, Birmingham, AL 35226 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated November 8, 2007 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON 01/14/2008 IN THE OFFICE OF JUDGE OF PROBATE IN SHELBY COUNTY, AL IN BK 2008114000018830 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 191 MARLSTONE CT, HELENA, AL 35080.

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 to \$60,000.

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 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 MAY 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 Elizabeth G Fleet (Seal)  
ELIZABETH G FLEET

X William A Fleet III (Seal)  
WILLIAM A FLEET

LENDER:

REGIONS BANK

X Jonathan Strickland (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 )  
 ) SS  
COUNTY OF Jefferson )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **ELIZABETH G FLEET** and **WILLIAM A FLEET**, 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 28<sup>th</sup> day of May, 2008.  
Jonathan Strickland  
Notary Public

My commission expires \_\_\_\_\_ MY COMMISSION EXPIRES MARCH 12, 2012

LENDER ACKNOWLEDGMENT

STATE OF Alabama )  
 ) SS  
COUNTY OF Jefferson )


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 29<sup>th</sup> day of May, 2008.  
Suzanna Sellinger  
Notary Public

MY COMMISSION EXPIRES APRIL 3, 2011

My commission expires \_\_\_\_\_



  
20080619000249730 3/3 \$33.00  
Shelby Cnty Judge of Probate, AL  
06/19/2008 08:41:45AM FILED/CERT

I1406710

## **SCHEDULE A**

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

LOT 24, ACCORDING TO THE SURVEY OF FIELDSTONE PARK 4TH SECTOR,  
AS RECORDED IN MAP BOOK 30 PAGE 107, IN THE PROBATE OFFICE OF  
SHELBY COUNTY, ALABAMA.

KNOWN: 191 MARLSTONE CT

PARCEL: 135213004024000