

WHEN RECORDED MAIL TO:



SMITH, MICHAEL H

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

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

20081221069390



REGIONS

## MODIFICATION OF MORTGAGE



\*DOC48002000000043271300001719030000000\*

THIS MODIFICATION OF MORTGAGE dated May 23, 2008, is made and executed between MICHAEL H SMITH, whose address is 451 OVERLOOK TER, HELENA, AL 350807428; DEBORAH S SMITH, whose address is 451 OVERLOOK TER, HELENA, AL 350800000; husband and wife (referred to below as "Grantor") and Regions Bank, whose address is 1849 Highway 31 South, Birmingham, AL 35244 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated March 20, 2006 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED 04-05-2006 INSTR:20060406000159700.

**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 451 OVERLOOK TERRACE, HELENA, AL 350800000.

**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 \$100000 to \$117700.

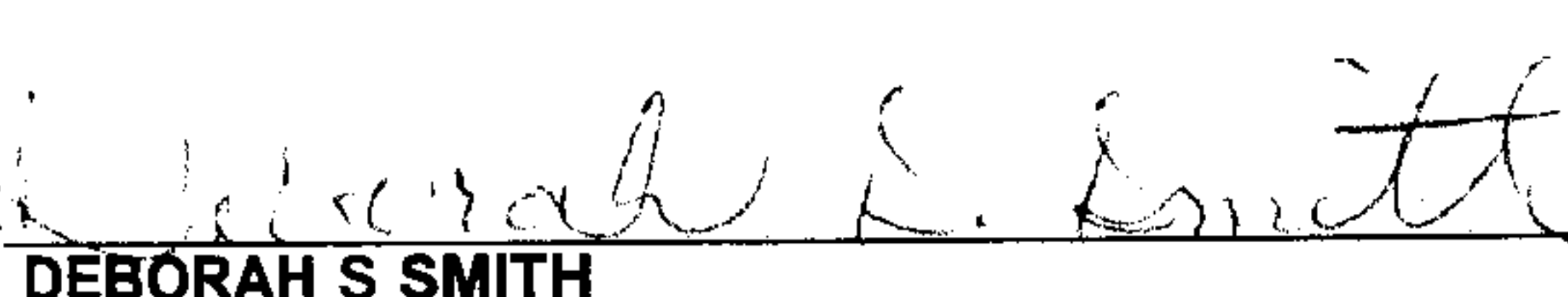
**CONTINUING VALIDITY.** Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's 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 MAY 23, 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)  
MICHAEL H SMITH

x  (Seal)  
DEBORAH S SMITH

**LENDER:**

**REGIONS BANK**

x  (Seal)  
Authorized Signer

This Modification of Mortgage prepared by:

Name: LaQuetta Smoot  
Address: P.O. BOX 830721  
City, State, ZIP: BIRMINGHAM, AL 35283

MODIFICATION OF MORTGAGE  
(Continued)

Loan No: 004327130000171903

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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 **MICHAEL H SMITH** and **DEBORAH S SMITH**, 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 23 day of May, 2008.

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Apr 19, 2010  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

Notary Public

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 \_\_\_\_\_ 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 23 day of May, 2008.

Notary Public


My commission expires \_\_\_\_\_  
NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: MARCH 03, 2012  
BONDED THRU NOTARY PUBLIC UNDERWRITERS



20080625000258900 2/3 \$43.55  
Shelby Cnty Judge of Probate, AL  
06/25/2008 10:47:45AM FILED/CERT



11260819

  
20080625000258900 3/3 \$43.55  
Shelby Cnty Judge of Probate, AL  
06/25/2008 10:47:45AM FILED/CERT

**SCHEDULE A**

**THE FOLLOWING REAL PROPERTY SITUATE IN COUNTY OF SHELBY AND STATE OF ALABAMA, DESCRIBED AS FOLLOWS:**

**A PARCEL OF LAND LOCATED IN THE NW ¼ OF SECTION 16, TOWNSHIP 21 SOUTH, RANGE 4 WEST, SHELBY COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**COMMENCE AT THE NW CORNER OF SAID SECTION 16; THENCE SOUTH 01 DEG. 45 MIN. 08 SEC. EAST AND ALONG WEST LINE OF SAID SECTION 16, A DISTANCE OF 2,390.27 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 01 DEG. 45 IN. 08 SEC. EAST A DISTANCE OF 1,538.28 FEET TO A POINT ON THE NORTH BANK OF THE CAHABA RIVER; THENCE NORTH 19 DEG. 14 IN. 20 SEC. EAST AND ALONG SAID NORTH BANK A DISTANCE OF 132.68 FEET; THENCE NORTH 37 DEG. 30 MIN. 19 SEC. EAST AND ALONG SAID NORTH BANK A DISTANCE OF 148.12 FEET; THENCE NORTH 29 DEG. 54 MIN. 01 SEC. EAST AND ALONG SAID NORTH BANK A DISTANCE OF 333.08 FEET; THENCE NORTH 28 DEG. 12 MIN. 03 SEC. EAST AND ALONG SAID NORTH BANK A DISTANCE OF 808.58 FEET; THENCE NORTH 31 DEG. 45 MIN. 57 SEC. EAST AND ALONG SAID NORTH BANK A DISTANCE OF 43.56 FEET; THENCE NORTH 71 DEG. 10 MIN. 23 SEC. WEST AND LEAVING SAID NORTH BANK A DISTANCE OF 793.52 FEET TO THE POINT OF BEGINNING.**

**ALSO A 50 FOOT NON-EXCLUSIVE INGRESS/ EGRESS/ DRAINAGE/ UTILITY EASEMENT LYING 25 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:**

**COMMENCE AT THE NW CORNER OF SAID SECTION 16; THENCE SOUTH 01 DEG. 45 MIN. 08 SEC. EAST AND ALONG WEST LINE OF SECTION 16 A DISTANCE OF 437.44 FEET; THENCE NORTH 88 DEG. 14 MIN. 52 SEC. EAST AND LEAVING SAID WEST LINE A DISTANCE OF 25.00 FEET TO A POINT THE CENTERLINE OF AN UNNAMED DIRT ROAD, SAID POINT BEING THE POINT OF BEGINNING; THENCE SOUTH 01 DEG. 45 MIN. 08 SEC. EAST AND PARALLEL THE WEST LINE OF SAID SECTION 16, A DISTANCE OF 1,935.14 FEET TO THE POINT OF TERMINATION, THE EASTERN MOST LINE OF SAID 50 FOOT EASEMENT SHALL BE EXTENDED OR SHORTENED TO COINCIDE WITH THE CENTERLINE OF SAID UNNAMED DIRT ROAD AND THE NORTH LINE OF SUBJECT PROPERTY.**

**PARCEL ID: 245160000002000**

**PROPERTY ADDRESS: 451 OVERLOOK TER**