20080627000262010 1/3 $66.95
Shelby Cnty Judge of Probate,AL
06/27/2008 09:45:41AM FILED/CERT

LAMAR, DOUG

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

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

20081041059590

REGIONS

MODIFICATION OF MORTGAGE

130000412802

DOC48002000000043271300004128020000000

THIS MODIFICATION OF MORTGAGE dated May 5, 2008, is made and executed between DOUG LAMAR, whose address is 1033 ROYAL MILE, BIRMINGHAM, AL 35242; MELISSA LAMAR, whose address is 1033 ROYAL MILE, BIRMINGHAM, AL 35242; husband and wife (referred to below as "Grantor") and Regions Bank, whose address is 2268 Brewster Road, Birmingham, AL 35235 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated August 17, 2007 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON 01-18-2008 IN THE OFFICE OF THE JUDGE OF PROBATE FOR SHELBY COUNTY, ALABAMA IN INSTURMENT 20080118000025760.

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 1033 ROYAL MILE, 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 $100,000.00 to $133,300.00.

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 MAY 5, 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)
DOUG LAMAR

X Melissa Lamar (Seal)
MELISSA LAMAR

LENDER:

REGIONS BANK

X Heather Gubrand (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: Brandi McGuire
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 **DOUG LAMAR and MELISSA LAMAR, 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 5 **day of** May, 20 08.

Notary Public

MY COMMISSION EXPIRES APRIL 24, 2011

My commission expires ______________________

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 Doug + Melissa Lamar ______________________ 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 5 **day of** May, 20 08.

MY COMMISSION EXPIRES APRIL 24, 2011

Notary Public

My commission expires ______________________

20080627000262010 2/3 $66.95
Shelby Cnty Judge of Probate, AL
06/27/2008 09:45:41AM FILED/CERT

H2354248

SCHEDULE A

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

LOT 708, ACCORDING TO THE SURVEY OF GREYSTONE LEGACY 7 SECTOR, AS RECORDED IN MAP BOOK 30 PAGE 43, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

KNOWN: 1033 ROYAL MILE

PARCEL: 03-6-23-2-003-008-000