20080718000289920 1/3 \$167.00 Shelby Cnty Judge of Probate, AL

07/18/2008 08:34:12AM FILED/CERT



NASON, INEZ R

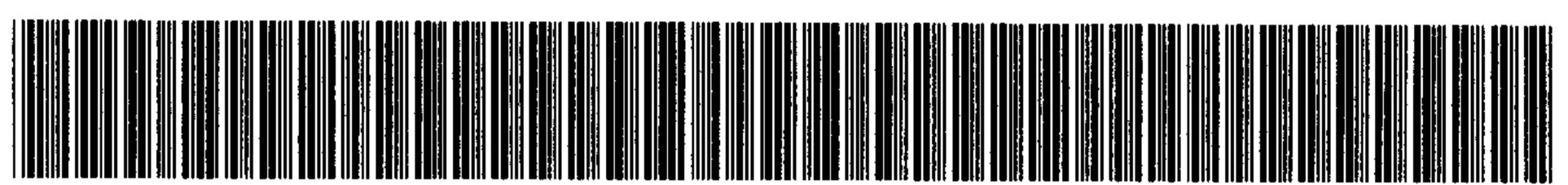
Record and Return To: Fisery Lending Solutions P.O. BOX 2590 Chicago, IL 60690

04.08164094010c

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



## MODIFICATION OF MORTGAGE



\*DOC4800200000004327130000438682000000\*

THIS MODIFICATION OF MORTGAGE dated June 16, 2008, is made and executed between INEZ R NASON, whose address is 104 PEMBERTON PL, PELHAM, AL 351242816; unmarried (referred to below as "Grantor") and Regions Bank, whose address is 2964 Pelham Parkway, Pelham, AL 35124 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated September 7, 2007 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

MTG DATED 09-07-2007 RECORDED 10-19-2007 IN THE JUDGE OF PROBATE OFFICE OF SHELBY COUNTY, ALABAMA INSTRUMENT # 20071019000486570.

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 104 PEMBERTON PL, PELHAM, AL 351240000.

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 \$200,000.00.

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 JUNE 16, 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:** 

LENDER:

**REGIONS BANK** 

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Authorized Signer

(Seal)

This Modification of Mortgage prepared by:

Name: Kimberly Strown Address: P.O. BOX 830721

City, State, ZIP: BIRMINGHAM, AL 35283

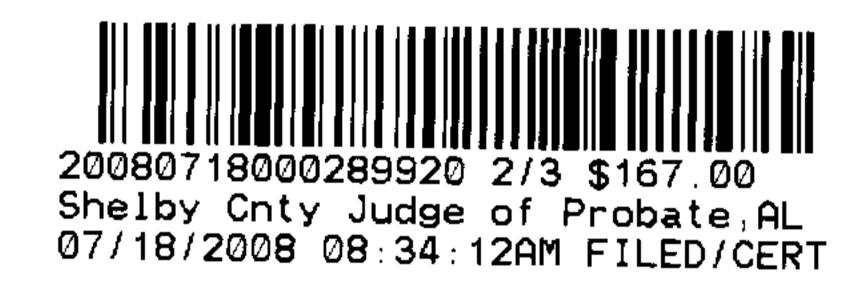
## Loan No: 004327130000438682

## MODIFICATION OF MORTGAGE (Continued)

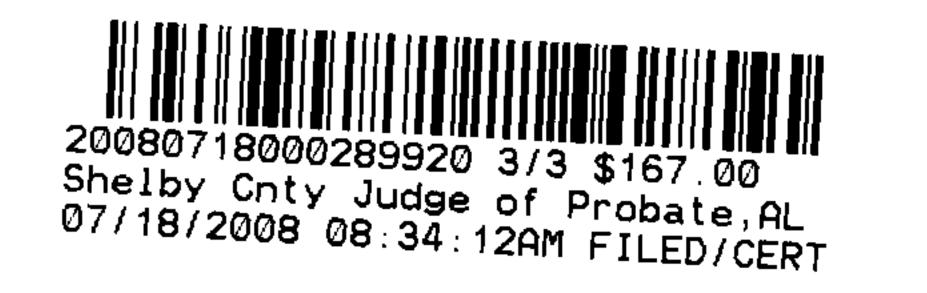
Page 2

INDIVIDUAL ACKNOWLEDGMENT
STATE OF ALABAMA COUNTY OF STATE OF ALABAMA COMM. EXP. 4-3-2010
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that INEZ R NASON, unmarried, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Modification, he or she executed the same voluntarily on the day the same bears date.
Given under my hand and official seal this day of day of 20
My commission expires H3 2010
LENDER ACKNOWLEDGMENT
<b>♣ '</b>
STATE OF MANAY,
STATE OF
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.
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Registration 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
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.

LASER PRO Landing, Ver. 5.35.00.004 Copr. Harland Financial Solutions, Inc. 1997, 2008. All Rights Reserved. - AL D:\sysepps\Harland\ALS\CFNLPL\G201.FC TR-532276 PR-152



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## SCHEDULE A

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

LOT 163, ACCORDING TO THE SURVEY OF WEATHERLY, SECTOR 2, PHASE 2, AS RECORDED IN MAP BOOK 14, PAGE 73A, B, & C, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

PROPERTY ADDRESS: 104 PEMBERTON PL