

WHEN RECORDED MAIL TO:



RAGUSA, JERRY

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

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REGIONS

MODIFICATION OF MORTGAGE

2008/6/11 250570



\*DOC48002000000052990711001136460000000\*

THIS MODIFICATION OF MORTGAGE dated June 25, 2008, is made and executed between JERRY RAGUSA, whose address is 283 CLAIRMONT RD, STERRETT, AL 35147; PHYLLIS RAGUSA, AKA PHYLLIS JOAN RAGUSA, whose address is 283 CLAIRMONT RD, STERRETT, AL 35147; 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 February 17, 2004 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON 03-02-2004 IN THE OFFICE OF THE JUDGE OF PROBATE FOR SHELBY COUNTY, ALABAMA IN INSTRUMENT 20040302000108060 AND MODIFIED ON 12-02-2005 AND RECORDED 01-03-2006 IN INSTRUMENT 20060103000000780.

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 283 CLAIRMONT RD, STERRETT, AL 35147.

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 \$70,000.00 to \$150,000.00.

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 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 JUNE 25, 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 Jerry Ragusa (Seal)  
JERRY RAGUSA

X Phyllis Ragusa (Seal)  
PHYLLIS RAGUSA

LENDER:

REGIONS BANK

X Jeff Smith (Seal)  
Authorized Signer

Jeff Smith

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

COUNTY OF Shelby

)  
) SS  
)

20080725000299940 2/3 \$139.00  
Shelby Cnty Judge of Probate, AL  
07/25/2008 09:58:12AM FILED/CERT

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **JERRY RAGUSA and PHYLLIS RAGUSA, 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 25 day of June, 2008.

MY COMMISSION EXPIRES JANUARY 15, 2012

Notary Public

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

LENDER ACKNOWLEDGMENT

STATE OF Alabama AL

COUNTY OF Shelby State At Large

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) SS  
)

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 25 9th day of June, 2008.

MY COMMISSION EXPIRES JANUARY 15, 2012

Notary Public

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

Barbara A. Wyatt  
My Commission Expires July 28, 2010

  
20080725000299940 3/3 \$139.00  
Shelby Cnty Judge of Probate, AL  
07/25/2008 09:58:12AM FILED/CERT

I1628041

## **SCHEDULE A**

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

LOT 143, ACCORDING TO THE SURVEY OF FOREST PARKS, AS RECORDED  
IN MAP BOOK 22 PAGE 28, IN THE PROBATE OFFICE OF SHELBY COUNTY,  
ALABAMA.

KNOWN: 283 CLAIRMONT RD

PARCEL: 095160001039008